



## **NOTICE**

The following pages contain copies of reports and other communications to City Council from Council Officers and citizens. While every effort has been made to preserve the original content and formatting of each document, the City of Roanoke is not responsible for typographic or other errors.

The original documents referenced in this file are available for inspection in the Office of the City Clerk, 215 Church Avenue, Room 456, Municipal Building, Roanoke, Virginia 24011.

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Mary F. Parker  
City Clerk



***ROANOKE CITY COUNCIL  
REGULAR SESSION***

***AUGUST 6, 2001  
12:15 P.M.***

***CITY COUNCIL CHAMBER***

***AGENDA FOR THE COUNCIL***

**1. Call to Order--Roll Call.**

**A. BRIEFINGS:**

1. Briefing with regard to amending the City's Fee Compendium to provide for revised fees for use of City park facilities and services.

**B. REQUESTS FOR CLOSED SESSION:**

1. A report of the City Attorney requesting a Closed Meeting to consult with legal counsel on a specific legal matter requiring the provision of legal advice by such counsel, pursuant to Section 2.1-344(A)(7), Code of Virginia (1950), as amended.

2. A communication from the City Manager requesting a Closed Meeting to discuss disposition of real property, pursuant to Section 2.1-344 (A)(3), Code of Virginia (1950), as amended.
3. A report of the City Attorney requesting a Closed Meeting to consult with legal counsel on a matter of pending litigation, pursuant to Section 2.1-344(A)(7), Code of Virginia (1950), as amended.
4. A communication from the City Manager requesting a Closed Meeting to discuss acquisition of real property for a public purpose where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.1-344 (A)(7), Code of Virginia (1950), as amended.
5. A communication from the Honorable Ralph K. Smith, Mayor, requesting a Closed Meeting to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended.

**THE MEETING OF ROANOKE CITY COUNCIL WILL BE DECLARED IN RECESS TO BE RECONVENED IMMEDIATELY IN THE EMERGENCY OPERATIONS CENTER CONFERENCE ROOM, ROOM 159.**



***ROANOKE CITY COUNCIL  
REGULAR SESSION***

***AUGUST 6, 2001  
2:00 P.M.***

***CITY COUNCIL CHAMBER***

***AGENDA FOR THE COUNCIL***

**1. Call to Order--Roll Call.**

The Invocation will be delivered by The Reverend William Joseph Greene, Pastor, Preston Oaks Baptist Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

**NOTICE:**

Meetings of Roanoke City Council are televised live on RVTv Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, August 9, 2001, at 7:00 p.m., and Saturday, August 11, 2001, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

## **ANNOUNCEMENTS:**

**THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.**

**THE CITY CLERK'S OFFICE NOW PROVIDES THE CITY COUNCIL AGENDA PACKAGE ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS THE AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT [www.roanokegov.com](http://www.roanokegov.com), CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.**

**ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.**

**ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541 TO OBTAIN AN APPLICATION.**

## **PRESENTATIONS:**

A resolution paying tribute to the National D-Day Memorial Foundation.

## **PUBLIC HEARINGS:**

1. Public hearing on the request of Southside Development Company that a parcel of land containing 4.05 acres, more or less, situate at the southeast terminus of Bean Street, N. W., identified as Official Tax No. 2280601, be rezoned from C-1, Office District, to LM, Light Manufacturing District, subject to certain conditions proffered by the petitioner. Edward A. Natt, Attorney.
2. Public hearing on the request of the City of Roanoke to lease City-owned property consisting of a 7.2-acre portion of Official Tax No. 1570101, located at 3379 Colonial Avenue, S. W., to the New Vista Montessori School for an initial term of one year, with the option to extend the lease for up to four additional one-year terms. Darlene L. Burcham, City Manager.

2.

## **CONSENT AGENDA**

**ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.**

- C-1 Minutes of the regular meeting of the Roanoke City Council held on Monday, July 2, 2001; and the Third Leadership Summit held on Thursday, July 12, 2001.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

- C-2 A communication from the City Manager recommending that the City Clerk be authorized to advertise a public hearing for Monday, August 20, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, to consider entering into a sale agreement with Carilion Health Systems for purchase of property on Colonial Avenue, S. W.

RECOMMENDED ACTION: Concur in recommendation.

- C-3 A communication from the City Manager recommending that a public hearing be scheduled to amend the City Code to prohibit goats and sheep as household pets in residential areas.

RECOMMENDED ACTION: Concur in recommendation.

- C-4 A communication from Bruce L. Robinson tendering his resignation as a member of the Fair Housing Board.

RECOMMENDED ACTION: Receive and file the communication and accept the resignation.

- C-5 Qualification of Will Trinkle as a member of the Roanoke Arts Commission for a term ending June 30, 2004.

RECOMMENDED ACTION: Receive and file.

## **REGULAR AGENDA**

### **3. HEARING OF CITIZENS UPON PUBLIC MATTERS:**

- a. Request to address Council with regard to a late charge that was attached to his water bill for property located at 4334 Camilla Avenue, N. W., and a \$70.00 emergency medical services fee. Herbert Consider, Spokesperson.

### **4. PETITIONS AND COMMUNICATIONS:**

- a. A communication from the Honorable Donald S. Caldwell, Commonwealth's Attorney, recommending acceptance of a grant made to the City by the Commonwealth of Virginia Department of Criminal Justice Services for a Victim/Witness Assistance Program; and a communication from the City Manager concurring in the recommendation.
- b. A communication from the Roanoke City School Board requesting appropriation of funds for the Reading Excellence Act grant for Hurt Park Elementary School and Fallon Park Elementary School; and a report of the Director of Finance recommending that Council concur in the request.

### **5. REPORTS OF OFFICERS:**

- a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:



1. A joint communication from the City Manager and the Director of Finance recommending issuance of \$31,245,000.00 general obligation bonds, pursuant to the Public Finance Act of 1991, Code of Virginia (1950), as amended.
2. A communication recommending execution of a lease agreement with Blue Eagle Partnership for use of office space for human service agencies at 1502 Williamson Road, N. W.
3. A communication recommending execution of Amendment No. 1 to the Subgrant Agreement dated September 26, 2000, between the City of Roanoke and the Northwest Neighborhood Environmental Organization, for additional funding to develop the McCray Court Senior Living Project, in the amount of \$277,750.00.
4. A communication recommending acceptance of the bid of Cargill, Inc., Salt Division, for deicing salt, in the total amount of \$101,925.00.
5. A communication recommending execution of a Management Agreement between the City of Roanoke and Downtown Roanoke, Inc., to manage curbage spaces in the City Market, and designating a portion of curbage fees for promotion of the Farmer's Market.
6. A communication recommending acceptance of "pass-through" funding from a two-year contract with the Commonwealth of Virginia, Department of Emergency Management, in connection with participation in the Regional Hazardous Materials Response Team, in the amount of \$15,000.00; and appropriation of funds.
7. A communication recommending execution of the 2001-2002 Community Development Block Grant Funding Administration Agreement with the Roanoke Redevelopment and Housing Authority.

8. A communication recommending purchase of property located at 2565 Beverly Boulevard, S. W., demolition of the structure, and closing of the Garden City Hazard Mitigation Grant Program grant, in accordance with requirements of the Federal Emergency Management Agency.
9. A communication recommending acquisition of certain property rights needed by the City for the Barnhart Street Drainage Improvement Project.
10. A communication recommending acceptance of Juvenile Justice and Delinquency Prevention Title II grant funds from the United States Department of Criminal Justice Services for the City's Sanctuary Crisis Intervention Aggression Replacement Training and Education Program, in the amount of \$52,714.00; and appropriation and transfer of funds.
11. A communication recommending execution of an agreement with the Roanoke Valley Convention and Visitors Bureau for the purpose of increasing tourism in the Roanoke Valley for fiscal year 2001-02.
12. A communication recommending issuance of Change Order No. 1 to the contract with Adams Construction Company to repave additional streets within the City of Roanoke, in the amount of \$150,685.00; and appropriation of funds.
13. A communication recommending amendment to the Erosion and Sediment Control Ordinance, to require identification of the person responsible for carrying out a land disturbing activity.
14. A communication in connection with transfer of City property and execution of a Performance Agreement for the Times-World Corporation expansion project.

15. A communication recommending execution of a contract with Manathron, Inc., to provide appraisal software and training for the Office of Real Estate Valuation, in the amount of \$119,635.00; and appropriation of funds.
16. A communication recommending ratification of a contract with Evan Corporation for emergency improvements to correct fall protection system problems at the Roanoke Civic Center Coliseum, in an amount not to exceed \$140,000.00; and appropriation of funds.

b. CITY CLERK:

1. A report requesting the concurrence of Council in the appointment of Sheila N. Hartman, as Assistant Deputy City Clerk, effective August 7, 2001.

**6. REPORTS OF COMMITTEES: NONE.**

**7. UNFINISHED BUSINESS:**

- a. A communication from the City Manager with regard to performing Third Party Administrator functions by Landin, Inc., for Workers' Compensation for the City of Roanoke, in the amount of \$40,000.00 per annum. (The matter was tabled at the July 16, 2001 meeting of Council.)

**8. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.**

**9. MOTIONS AND MISCELLANEOUS BUSINESS:**

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.
- b. Vacancies on various authorities, boards, commissions and committees appointed by Council.

**10. OTHER HEARING OF CITIZENS UPON PUBLIC MATTERS:**

**CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS A TIME FOR CITIZENS TO SPEAK AND A TIME FOR COUNCIL TO LISTEN. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR ANY NECESSARY AND APPROPRIATE RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.**

**CERTIFICATION OF CLOSED SESSION.**

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION paying tribute to the National D-Day Memorial Foundation, and expressing to it the appreciation of this City and its people for its outstanding endeavor to commemorate the importance and significance of June 6, 1944, and to honor those who fought for our country on the beaches of Normandy on that historic day.

WHEREAS, the Foundation determined that Bedford, Virginia, is a prime example of our nation's many communities who share a common heritage of ~~A~~homefront roles, sacrifices, and stories with regard to D-Day; and

WHEREAS, the Foundation selected Bedford as the location for the National D-Day Memorial, acknowledging that it has the highest per-capita loss from any single community in our country with regard to D-Day; ~~C~~of the 35 soldiers from Bedford who fought on that historic day, 19 died in the battle; and

WHEREAS, the Foundation, through the leadership of its chair, John R. ~~A~~Bob Slaughter, worked with this region's cities and communities to promote the memorial and secure pledges and donations for its construction; and

WHEREAS, people from all over the state, the country and the world have and will visit this monument to remember and learn about the patriotism of American soldiers during the D-Day invasion and the sacrifices they made for our freedom.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that Council as follows:

1. This Council adopts this means of recognizing and commending the efforts of the National D-Day Foundation to preserve history and honor the service of Virginia's World War II veterans through the construction of the National D-Day Memorial.

2. The Clerk is directed to transmit an attested copy of this Resolution to John R. ABob@ Slaughter.

ATTEST:

City Clerk.

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Request from Southside Development Co., represented by Edward A. Natt, Attorney, that a tract of land containing approximately four acres, designated as Official Tax Number 2280601, and located at the southeast terminus of Bean Street, N. W., be rezoned from C-1, Office District, to LM, Light Manufacturing District, such rezoning subject to certain proffered conditions.

**Planning Commission Action:**

Planning Commission held a public hearing on this request on June 21, 2001. Additional conditions were proffered at the meeting. The Commission voted to recommend approval of the rezoning request, as amended, by a vote of 7-0 (Messrs. Butler, Campbell, Dowe, Hill, Manetta, Rife, and Chrisman voting in favor of the motion).

**Background:**

Purpose of the proposed rezoning request is to allow the construction of mini-warehouses on the vacant property.

Initial petition to rezone from C-1, Office District to LM, Light Manufacturing District was filed on May 3, 2001. Second amended petition was filed on July 25, 2001, following the Planning Commission public hearing. The proffered conditions of the rezoning are:

(A) That the property will be developed in substantial conformity with the development plan prepared by Caldwell White Associates, under date of May 1, 2001, attached hereto as Exhibit 2 and made a part hereof subject to any changes that may be required by the City during development plan review.

(B) That the property will be used solely for mini-warehouses. The mini-warehouse construction, excluding any paved driveway or parking areas, shall not exceed 80,000 square feet.

(C) The mini-warehouse structure, not including the gazebos identified in the two pages of plans labeled, ABean Street Self-storage Facility, Roanoke, Virginia, dated June 15, 2001, and prepared by G. M. Frech (A Frech Plans), and also identified in the development plan prepared by Caldwell White Associates, under date of May 1, 2001, shall not be more than eleven (11) feet, six (6) inches, in height at any time from the nearest grade as shown on the Frech Plans. The gazebos shall not be more than twenty-two (22) feet in height at any time from the nearest grade.

(D) All construction traffic and permanent access will be limited to access through Bean Street.

(E) The hours of operation will be 7:00 a.m. - 7 :00 p.m., seven days a week. Access to individual units outside the normal working hours shall be limited to permits issued by the owner.

(F) All heating, ventilation and air conditioning (HVAC) units shall be mounted on the ground within the mini-warehouse. No HVAC unit shall be outside the mini-warehouse structure or on the roof.

(G) There shall be no lighting on the exterior portion of the mini-warehouse between the mini-warehouse and the adjoining residential properties. All lighting shall be within the mini-warehouse area and shall be by halogen lights below the top of the building level with all lights shining toward the interior of the mini-warehouse.

(H) The roofs of the mini-warehouse structure, not including the roofs of the gazebos, shall be flat, with no peak, and shall be sloped inward to direct storm water away from adjacent properties.

(I) The facility, including the gazebos, shall be constructed in substantial conformity with the Frech Plans, attached hereto as Exhibit 5 (being those two pages of the Frech Plans, such plans being submitted and made a part of this petition). The exterior of the mini-warehouse structure which does not consist of a gazebo shall be split face block, three (3) feet high from the nearest grade, and all portions other than the split face shall be a colored metal finish.



Neighborhood meeting was held on May 29, 2001 to discuss proposed development with residents of the area. Issues discussed included the architecture of the building, landscaping and buffering, lighting, grading, traffic access, management of tenants and environmental controls for animals and insects, and construction activities.

Planning Commission public hearing was held on June 21, 2001. *Mr. Ed Natt, Attorney* for the petitioner discussed the proposed rezoning request. *Mr. Tom Nicholson*, owner and developer for Southside Development Company discussed development of the property and the design of the facility, noting that it would be constructed of metal and split-faced block with a metal roof and turrets or gazebos. He noted that all storage doors and lighting would be on the inside of the facility. Mr. Natt agreed to file a second amended petition to include the elevations that were discussed and to add language dealing with lighting, access, and storm water management. Mr. Bob Copt, Realtor for the property addressed the Commission and advised that he had never had an inquiry for an office development for the property. He indicated that the proposed use was a good fit with the residential properties. There was discussion by the Commission regarding the facility design and operations. *Mr. Rick Williams*, President of Williamson Road Action Forum spoke to the Commission and advised that a neighborhood meeting was held and that the residents were willing to accept the proposed development, but were still concerned about the mass and appearance of the facility and felt that another development could be worse. He further stated that as an individual he felt that the proposed use was not the highest and best use of the property and that he was, personally, opposed to the rezoning. *Mrs. Edith Allen*, 5802 Delray Street, advised the Commission that she was an adjacent property owner and was in support of the proposed use because of the low traffic volumes and the need to develop grown up areas to better maintain them. *Ms. Evie Lander*, Director of Planning Building and Development presented the staff report advising that the current C-1 zoning was reasonable, but that the proposed use could also be considered reasonable because it was a low traffic generator and would have minimal impact on the residential neighborhood. She advised that neighborhood comments should be carefully considered in the decision.

### **Considerations:**

Existing zoning of the property is C-1, Office District. There are no conditions associated with the current zoning. Subject property has been requested for rezoning in the past. Past uses considered include a miniature golf course and community activities center, and a grocery store. Proposed use of the property would be for mini-warehouses. Proposed rezoning request is for LM, Light Manufacturing, in order to provide for the proposed 80,000 sf facility. (The City's C-2, Commercial District, only provides for a facility of up to 12,000 sf.)

Existing land use is vacant land. Surrounding land uses include banks, restaurants, and a church to the north and residential, single family homes to the south. Proposed development plan is a proffered condition of the rezoning. The mini-warehouse units would be contained within a large perimeter building that surrounds two other interior buildings. All units would be accessed from the interior with a single entrance from Bean Street. The facility would have an on-site manager during the day. Access during the evening hours is restricted.

Subject property is accessed via Bean Street to Hershberger Road, which is a signalized intersection. City Traffic Engineer has advised that the proposed use, mini-warehouses, is a low traffic generator that works well for this busy traffic area. No traffic issues are expected.

Storm water management will be required to be handled on site. The City's Development Review Coordinator and City Engineer have indicated that storm water management will have to be carefully considered because of existing storm system limitations.

Buffering and landscaping will be required between the proposed use and the residential neighborhood. Proposed landscaping includes the use of deciduous trees and evergreen plants along the perimeter of the large, exterior building.

Neighborhood organization for the area is the Williamson Road Action Forum. The group has been notified of the rezoning request and meetings have been held with residents of the neighborhood and the neighborhood organization.

The *Comprehensive Plan* recommends that:

1. Neighborhood character and environmental quality should be protected. Possible changes in land use or new development in or near residential areas should be carefully evaluated and designed to conserve and enhance neighborhood quality.
2. Development of new or existing commercial or industrial areas should be carefully planned and designed to promote quality development and good land use.
3. Controls to ensure that new or expanded industrial and commercial developments are good neighbors for residential areas should be carefully evaluated and strengthened where necessary.

**Recommendation:**

Planning Commission recommends that City Council approve the rezoning request.

Respectfully submitted,

D. Kent Chrisman, Chairman  
Roanoke City Planning Commission

c: Darlene L. Burcham, City Manager  
Rolanda Johnson, Assistant City Manager for Community Development  
William M. Hackworth, City Attorney  
Steven J. Talevi, Assistant City Attorney  
Edward A. Natt, Attorney for the Petitioner  
Rick Williams, President, Williamson Road Action Forum

August 6, 2001

The Honorable Ralph K. Smith, Mayor  
The Honorable William Carder, Vice-Mayor  
The Honorable William Bestpitch, Council Member  
The Honorable Nelson Harris, Council Member  
The Honorable Alvin Hudson, Council Member  
The Honorable William White, Council Member  
The Honorable Linda Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Lease of City Property (3379  
Colonial Ave.) to New Vista  
Montessori School

The New Vista Montessori School, a private not for profit 501 C(3) agency, has been established in Roanoke to provide quality education to pre-school and kindergarten age children using the Montessori philosophy. As you are aware the previous Montessori School, the Specific Reading and Learning Difficulties Association, recently canceled its lease effective September 1, 2001. The New Vista Montessori School has approached the City about leasing the property located at 3379 Colonial Avenue.

The current assessed value of the property (7.2 acres; 8,000 sq. ft. building) is approximately \$860,000. A 2001 Roanoke Office Market Report indicates the lease rates for office buildings in the Colonial Avenue area currently range from \$7 to \$17 per square foot.

Recommendation:

Following the public hearing, authorize the City Manager to execute a lease between the City of Roanoke and the New Vista Montessori School for a one year lease in the amount of \$6,000, with the right of the New Vista Montessori School to renew, with the concurrence of the City, for up to four additional one-year terms at an annual rental rate to be agreed upon at the time of renewal.

Mayor Smith and Members of Council  
Page 2  
August 6, 2001

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB:clw

c: James D. Grisso, Director of Finance  
William M. Hackworth, City Attorney  
Mary F. Parker, City Clerk  
Beth Neu, Director of Economic Development

CM01-00178

**DRAFT**

**THIS AGREEMENT OF LEASE** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the **CITY OF ROANOKE**, a municipal corporation, hereinafter called **ALessor@**, and **NEW VISTA MONTESSORI SCHOOL**, a non-profit corporation existing under the laws of the Commonwealth of Virginia, hereinafter called **ALessee.@**

**WITNESSETH:**

**ARTICLE I.**

**LEASED PREMISES.** Lessor, in consideration of the rents, covenants, and agreements hereinafter set forth, hereby leases, rents, lets and demises unto the Lessee, and Lessee hereby takes and hires on and subject to the terms, conditions, and covenants hereinafter set forth, all that certain building and parcel of land lying and being in the City of Roanoke, State of Virginia, and more particularly described on attached Exhibit A, which property is hereafter referred to as the **ALeased Premises.@**

The Lessor expressly reserves the right to enter, go upon and use such portion or portions of the Leased Premises as may be necessary for the purpose of the future widening of Colonial Avenue as it abuts the Leased Premises and as that certain 20- foot wide portion or strip thereof is shown, marked **ALReserved@** on Plan No. 5472, attached as Exhibit A and to grant an access easement across the southeast corner of the Leased Premises to permit access to the proposed 2.8-acre parcel shown on Exhibit A; and the

Lessor further reserves the right to make such necessary cuts, fills or slopes on the Leased Premises as may be required for the aforesaid widening of Colonial Avenue or for the proper construction of an extension of Ogden Road, S.W., the proposed right-of-way of which is adjacent to the west line of the Leased Premises, and to do the same within the area of the referenced access easement.

## **ARTICLE II.**

TERM. The term of this Lease shall be for a period of one (1) year, commencing on September 1, 2001, and terminating August 31, 2002, unless otherwise terminated or extended in accordance with the terms of this Lease.

## **ARTICLE III.**

RENEWAL OPTION. Upon expiration of the original term, and upon mutual agreement of the parties, this Lease may be renewed from year to year for up to an additional four (4) years if Lessee notifies Lessor in writing of its intention to renew at least ninety (90) days prior to the end of the original term. Such renewal term shall be on the terms and conditions herein specified with respect to the original term except that the annual rental during such renewal term shall be such amount as is agreed by the parties hereto.

## **ARTICLE IV.**

RENT. Lessee covenants and agrees to pay to Lessor for and during the original term of this Lease, the annual rental of Six Thousand Dollars

(\$6,000.00). The rental amount shall be payable quarterly in equal installments beginning September 1, 2001, at the office of Billings and Collections of the City of Roanoke, or at such other place or places as may be specified by the City.

#### **ARTICLE V.**

UTILITIES, MAINTENANCE AND UPKEEP. Lessee shall be responsible for payment of all utilities, maintenance, and upkeep on the Leased Premises during the term of the Lease and any renewals thereof.

#### **ARTICLE VI.**

USE OF PREMISES. Lessee shall use the Leased Premises exclusively for the construction, maintenance, and operation of an educational facility for the education of children, without discrimination based on race, color, creed, national origin, sex, or any other basis prohibited by law.

#### **ARTICLE VII.**

ALTERATIONS AND IMPROVEMENTS. With consent of the Lessor, the Lessee shall have the right to make any alterations or additions to the improvements or fixtures upon the Leased Premises, or any part thereof, or to erect additional improvements or fixtures on such premises, all of which may be done at any time and from time to time, provided that the same shall comply with and conform to all general ordinances and regulations of the City of Roanoke and to other regulatory agencies of the State of Virginia. In connection therewith, the Lessee shall pay all costs, expenses, and liabilities



arising out of or in any way connected with such alterations, improvements or additions.

#### **ARTICLE VIII.**

TERMINATION OF LEASE. Upon any termination of this Lease, ownership and possession of all buildings and improvements located upon the Leased Premises as of such date of termination shall pass to and vest in the Lessor, free and clear of any liens and encumbrances, provided, however, that the Lessee may, within a reasonable time after such termination, remove any and all personal property belonging to the Lessee and removable fixtures installed by the Lessee, provided further that the Lessee shall repair any damage caused to the improvements on the Leased Premises by such removal.

#### **ARTICLE IX.**

INSURANCE. Lessee agrees that it will protect, indemnify, and save harmless the City from the claims of all persons arising as the result of activities of the Lessee, its members, clients, employees, and agents in the Leased Premises and on the accompanying grounds, and that it will secure, maintain, pay for and keep in force, until the expiration of this Lease, commercial general liability insurance written on an occurrence basis of no less than \$1,000,000 (One Million Dollars). Lessee shall name the City of Roanoke, its officers, employees, agents, representatives, and volunteers as additional insureds on such policy. Lessee shall provide the City Risk

Manager with a copy of the insurance certificate prior to the commencement of this Lease and at each renewal and whenever such insurance is canceled or materially altered, and Lessee-s insurer shall furnish additional insured endorsements to the City within thirty (30) days of commencement of this Lease.

#### **ARTICLE X.**

DEFAULT. In the event that the Lessee shall fail or neglect to make any payment of rent when due, or fail, neglect or refuse to do and perform any matter or thing herein agreed to be done and performed by it, and shall remain in default thereof for a period of thirty (30) days after written notice from Lessor calling attention to the same, Lessor may declare this Lease terminated and canceled and may take possession of the Leased Premises without prejudice to any other legal remedy it may have on account of such default.

#### **ARTICLE XI.**

BANKRUPTCY OR INSOLVENCY OF LESSEE. If any sale of Lessee-s interest in the Leased Premises shall be made under execution or similar legal process, or if Lessee shall be adjudicated as a bankrupt or insolvent, and such adjudication shall not be vacated within ten (10) days or if a receiver or trustee shall be appointed for its business or property and such appointment shall not be vacated within (10) days or if a corporate

reorganization of Lessee or an agreement with its creditors shall be approved by a Court under the Federal Bankruptcy Act, or if Lessee shall make an assignment for the benefit of creditors, or if in any other manner Lessee's interest under this Lease shall pass to another by operation of law, then in any of such events, Lessor may at its option, reenter the Leased Premises and take possession thereof and declare this Lease and the tenancy hereby created terminated.

## **ARTICLE XII.**

ASSIGNMENT. This Agreement of Lease and the covenants and condition herein contained shall enure to the benefit of and be binding upon the Lessor, its successors and assigns and shall be binding upon the Lessee, its successors and assigns, provided, however, this Lease shall not be sold, transferred or assigned in whole or in part by the Lessee and no part of the Leased Premises, nor the whole, may be subject by the Lessee to another without the prior written consent thereto of the Lessor, however, the Lessor's consent to assignment shall not be arbitrarily or unreasonably withheld.

## **ARTICLE XIII.**

QUIET ENJOYMENT. Lessor hereby covenants and agrees that Lessee shall and may have quiet and peaceable possession and enjoyment of the Leased Premises for the term of this Lease, and any renewal thereof,

without hindrance on the part of the Lessor, and Lessor shall warrant and defend Lessee in such quiet and peaceable use and possession against the claims of all persons claiming by, through, or under the Lessor.

#### **ARTICLE XIV.**

ENTIRE AGREEMENT. This Agreement expresses the entire understanding of all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or representation to the other party which is not expressly set forth in this Lease nor shall this Agreement be altered, modified, or discharged except as herein provided or by an agreement in writing duly authorized and signed by each of the parties hereto. It is expressly agreed and understood between the parties that neither the Lease nor the Lessee's occupancy and use of publicly owned property shall be deemed to exempt Lessee from payment of any general tax, charge in lieu of tax or fee made or imposed by general ordinances of the City of Roanoke, upon the owners or occupants of property or upon persons, firms or corporations engaged in business, provided such tax, fee, charge, or charge in lieu of taxes be otherwise applicable to Lessee.

#### **ARTICLE XV.**

NOTICES. Any notice, request, or demand given or required to be given under this Lease shall, except as otherwise expressly provided herein, be in

writing and shall be deemed to have been given when mailed by United States Registered Mail, postage prepaid, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified. To the Lessor by addressing the same to:

The City Manager  
City of Roanoke  
364 Municipal Building  
215 Church Avenue, S.W.  
Roanoke, Virginia 24011

to the Lessee by addressing the same to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or by addressing same to the Registered Agent of Lessee for the purpose of service of process as designated with the Clerk of the State Corporation Commission.

Either party may, however, at any time change its address for notification purposes by mailing as herein provided a notice stating the change and setting forth the new address.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease  
as of the day and year first above written.

ATTEST:

**CITY OF ROANOKE**

\_\_\_\_\_  
Mary F. Parker , City Clerk

By  
Darlene L. Burcham, City Manager

ATTEST:

**NEW VISTA MONTESSORI SCHOOL**

\_\_\_\_\_  
Secretary

President

STATE OF VIRGINIA :  
: to-wit:  
\_\_\_\_\_ OF \_\_\_\_\_ :

This the \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared before me,  
a Notary Public, \_\_\_\_\_, and acknowledged the  
foregoing instrument in the jurisdiction aforesaid.

My Commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF VIRGINIA :  
 : to-wit:  
\_\_\_\_\_ OF \_\_\_\_\_ :

This the \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared before me,  
a Notary Public, \_\_\_\_\_, and acknowledged the  
foregoing instrument in the jurisdiction aforesaid.

My Commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

---

City Attorney

APPROVED AS TO EXECUTION:

---

City Attorney



**REGULAR WEEKLY SESSION — ROANOKE CITY COUNCIL**

**July 2, 2001**

**12:15 p.m.**

**The Council of the City of Roanoke met in regular session on Monday, July 2, 2001, at 12:15 p.m., the regular meeting hour, in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, Virginia, with Mayor Ralph K. Smith presiding, pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended.**

**PRESENT: Council Members William H. Carder, W. Alvin Hudson, Jr., William White, Sr., William D. Bestpitch and Mayor Ralph K. Smith-----5.**

**ABSENT: Council Members C. Nelson Harris and Linda F. Wyatt-----2.**

**OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; and Mary F. Parker, City Clerk.**

**COUNCIL-COMMITTEES: A communication from Mayor Ralph K. Smith requesting that Council convene in Closed Session to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.1-344 (A) (1), Code of Virginia (1950), as amended, was before the body.**

**(For full text, see communication on file in the City Clerk's Office.)**

**Mr. Carder moved that Council concur in the request of the Mayor to convene in Closed Session to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended. The motion was seconded by Mr. Bestpitch and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**COUNCIL-DIRECTOR OF FINANCE-CITY EMPLOYEES: A communication from Council Member C. Nelson Harris, Chair, City Council Personnel Committee,**

requesting that Council convene in Closed Session to discuss personnel matters relating to evaluation of a Council-Appointed Officer and compensation for Council-Appointed Officers, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended, was before the body.

(For full text, see communication on file in the City Clerk's Office.)

Mr. Carder moved that Council concur in the request of Council Member Harris to convene in Closed Session to discuss personnel matters relating to evaluation of a Council-Appointed Officer and compensation for Council-Appointed Officers, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended. The motion was seconded by Mr. Bestpitch and adopted by the following vote:

AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

NAYS: None-----0.

(Council Members Harris and Wyatt were absent.)

**COUNCIL-MUNICIPAL AUDITOR:** A communication from Council Member C. Nelson Harris, Chair, City Council Personnel Committee, requesting that Council convene in Closed Session to discuss the appointment of a new Municipal Auditor, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended.

(For full text, see communication on file in the City Clerk's Office.)

Mr. Carder moved that Council concur in the request of Council Member Harris to convene in Closed Session to discuss appointment of a new Municipal Auditor, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended. The motion was seconded by Mr. Bestpitch and adopted by the following vote:

AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

NAYS: None-----0.

(Council Members Harris and Wyatt were absent.)

At 12:17 p.m., the Mayor declared the meeting in recess for three Closed Sessions.



At 1:25 p.m., the meeting reconvened in the Council Chamber, with Mayor Smith presiding and all members of the Council in attendance, with the exception of Council Members Harris and Wyatt.

**COUNCIL:** With respect to the Closed Meeting just concluded, Mr. White moved that each Member of City Council certify to the best of his or her knowledge that: (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Mr. Carder and adopted by the following vote:

**AYES:** Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

**NAYS:** None-----0.

(Council Members Harris and Wyatt were absent.)

**COMMITTEES-FLOOD REDUCTION/CONTROL:** The Mayor advised that the terms of office of Willard N. Claytor, Read A. Lunsford, Bill Tanger, Edgar V. Wheeler, Dennis Tinsley, Kathy S. Hill, Lucian Y. Grove and E. L. Noell as members of the Flood Plain Committee expired on June 30, 2001; Mr. Claytor has declined to serve another term; and called for nominations to fill the vacancies.

Mr. Carder placed in nomination the names of Read A. Lunsford, Bill Tanger, Edgar V. Wheeler, Dennis Tinsley, Kathy S. Hill, Lucian Y. Grove and E. L. Noell.

There being no further nominations, Messrs. Lunsford, Tanger, Wheeler, Tinsley, Grove, Noell and Ms. Hill were reappointed as members of the Flood Plain Committee for terms ending June 30, 2002, by the following vote:

**FOR MESSRS. LUNSFORD, TANGER, WHEELER, TINSLEY, GROVE, NOELL AND MS. HILL:** Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

(Council Members Harris and Wyatt were absent.)

**COMMITTEES-WAR MEMORIAL:** The Mayor advised that the one year terms of office of Harold H. Worrell, Sr., Alfred C. Moore, Sloan H. Hoopes and Robert O. Gray as members of the War Memorial Committee expired on June 30, 2001, and

called for nominations to fill the vacancies.

Mr. Carder placed in nomination the names of Harold H. Worrell, Sr., Alfred C. Moore, Sloan H. Hoopes, and Robert O. Gray.

There being no further nominations, Messrs. Worrell, Moore, Hoopes and Gray were reappointed as members of the War Memorial Committee for terms ending June 30, 2002, by the following vote:

**FOR MESSRS. WORRELL, MOORE, HOOPEs AND GRAY: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

(Council Members Harris and Wyatt were absent.)

**OATHS OF OFFICE-COMMITTEES-HUMAN RESOURCES:** The Mayor advised that the one year terms of office of Frank W. Feather, Pam Kestner-Chappelear, Margaret C. Thompson, Evelyn F. Board, Cynthia S. Bryant and Glenn D. Radcliffe as members of the Human Services Committee expired on June 30, 2001, and called for nominations to fill the vacancies.

Mr. Carder placed in nomination the names of Frank W. Feather, Pam Kestner-Chappelear, Margaret C. Thompson, Evelyn F. Board, Cynthia S. Bryant and Glenn D. Radcliffe.

There being no further nominations, Ms. Kestner-Chappelear, Ms. Thompson, Ms. Board, Ms. Bryant and Messrs. Feather and Radcliffe were reappointed as members of the Human Services Committee for terms ending June 20, 2002, by the following vote:

**FOR MS. KESTNER-CHAPPELEAR, MS. THOMPSON, MS. BOARD, MS. BRYANT AND MESSRS. FEATHER AND RADCLIFFE: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

(Council Members Harris and Wyatt were absent.)

**COMMITTEES-CONVENTION AND VISITORS BUREAU:** The Mayor advised that the one year term of office of Sunny Shah as a City representative to the Roanoke Valley Convention and Visitors Bureau Board of Directors expired on June 30, 2001, and called for nominations to fill the vacancy.

Mr. Carder placed in nomination the name of Sunny Shah.



There being no further nominations, Mr. Shah was reappointed as a City representative to the Roanoke Valley Convention and Visitors Bureau Board of Directors for a term ending June 30, 2002, by the following vote:

FOR MR. SHAH: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

(Council Members Harris and Wyatt were absent.)

**COMMITTEES-PARKS AND RECREATION:** The Mayor advised that the one year terms of office of Richard Clark, William Dandridge, Betty Field, Steven Higgs, Carl Kopitzke, Michael Loveman, E. C. Pace, III, and Eddie Wallace as members of the Mill Mountain Advisory Committee expired on June 30, 2001, and called for nominations to fill the vacancies.

Mr. Carder placed in nomination the names of Richard Clark, William Dandridge, Betty Field, Steven Higgs, Carl Kopitzke, Michael Loveman, E. C. Pace, III, and Eddie Wallace.

There being no further nominations, Messrs. Clark, Dandridge, Higgs, Kopitzke, Loveman, Pace, Wallace and Ms. Field were reappointed as members of the Mill Mountain Advisory Committee for terms ending June 30, 2002, by the following vote:

FOR MS. FIELD, AND MESSRS. CLARK, DANDRIDGE, HIGGS, KOPITZKE, LOVEMAN, PACE, AND WALLACE: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

(Council Members Harris and Wyatt were absent.)

**COMMITTEES-SPECIAL EVENTS-CELEBRATIONS:** The Mayor advised that the one year terms of office of Dorothy L. Bull, David W. Davis, III, Gloria Elliott, Wanda E. English, Cynthia D. Jennings, Sabrina T. Law, Rodney L. Lewis, Estelle H. McCadden, Sharon C. Metzler, H. Marie Muddiman, Amy W. Peck, Sherley E. Stuart and Kathy Wilson as members of the Special Events Committee expired on June 30, 2001, and called for nominations to fill the vacancies.

Mr. Carder placed in nomination the names of Dorothy L. Bull, David W. Davis, III, Gloria Elliott, Wanda E. English, Cynthia D. Jennings, Sabrina T. Law, Rodney L. Lewis, Estelle H. McCadden, Sharon C. Metzler, H. Marie Muddiman, Amy W. Peck, Sherley E. Stuart, and Kathy Wilson.

There being no further nominations, Ms. Bull, Mr. Davis, Ms. Elliott, Ms. English, Ms. Jennings, Ms. Law, Mr. Lewis, Ms. McCadden, Ms. Metzler, Ms. Muddiman, Ms. Peck, Mr. Stuart and Ms. Wilson were reappointed as members of the Special Events Committee for terms ending June 30, 2002, by the following vote:

FOR MS. BULL, MR. DAVIS, MS. ELLIOTT, MS. ENGLISH, MS. JENNINGS, MS. LAW, MR. LEWIS, MS. MCCADDEN, MS. METZLER, MS. MUDDIMAN, MS. PECK, MR. STUART AND MS. WILSON: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

(Council Members Harris and Wyatt were absent.)

COMMITTEES-OATHS OF OFFICE-ARTS COMMISSION: The Mayor advised that the three year terms of office of Robert Humphreys, Mark C. McConnel and Will Trinkle as members of the Roanoke Arts Commission expired on June 30, 2001, and called for nominations to fill the vacancies.

Mr. Carder placed in nomination the names of Robert Humphreys, Mark C. McConnel, and Will Trinkle.

There being no further nominations, Messrs. Humphreys, McConnel, and Trinkle were reappointed as members of the Roanoke Arts Commission for terms ending June 30, 2004, by the following vote:

FOR MESSRS HUMPHREYS, MCCONNEL AND TRINKLE: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

(Council Members Harris and Wyatt were absent.)

OATHS OF OFFICE-COMMITTEES-LIBRARIES: The Mayor advised that the three year terms of office of Herbert D. McBride, Brenda L. McDaniel and B. Gayle Graves as members of the Roanoke Public Library Board expired on June 30, 2001, and called for nominations to fill the vacancies.

Mr. Carder placed in nomination the names of Herbert D. McBride, Brenda L. McDaniel and B. Gayle Graves.

There being no further nominations, Mr. McBride, Ms. McDaniel and Ms. Graves were reappointed as members of the Roanoke Public Library Board for terms ending June 30, 2004, by the following vote:





**FOR MR. MCBRIDE, MS. MCDANIEL AND MS. GRAVES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**(Council Members Harris and Wyatt were absent.)**

**OATHS OF OFFICE-COMMITTEES-GREENWAY SYSTEM:** The Mayor advised that the three year term of office of Brian M. Shepard as a City representative to the Roanoke Valley Greenway Commission expired on June 30, 2001, and called for nominations to fill the vacancy.

**Mr. Carder placed in nomination the name of Brian M. Shepard.**

**There being no further nominations, Mr. Shepard was reappointed as a City representative to the Roanoke Valley Greenway Commission for a term ending June 30, 2004, by the following vote:**

**FOR MR. SHEPARD: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**(Council Members Harris and Wyatt were absent.)**

**OATHS OF OFFICE-COMMITTEES-PERSONNEL-CITY EMPLOYEES:** The Mayor advised that the three year terms of office of William C. Holland and Stephen L. Jamison as members of the Personnel and Employment Practices Commission expired on June 30, 2001, and called for nominations to fill the vacancies.

**Mr. Carder placed in nomination the names of William C. Holland and Stephen L. Jamison.**

**There being no further nominations, Messrs. Holland and Jamison were reappointed as members of the Personnel and Employment Practices Commission for terms ending June 30, 2004, by the following vote:**

**FOR MESSRS. HOLLAND AND JAMISON: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**(Council Members Harris and Wyatt were absent.)**

**OATHS OF OFFICE-COMMITTEES-PENSIONS:** The Mayor advised that there is a vacancy on the Board of Trustees, City of Roanoke Pension Plan, due to the resignation of Robert Tonkinson and called for nominations to fill the vacancy.

**Mr. Hudson placed in nomination the name of William E. Skeen.**

**There being no further nominations, Mr. Skeen was appointed as a member of the Board of Trustees, City of Roanoke Pension Plan, for a term ending June 30, 2005, by the following vote:**

**FOR MR. SKEEN: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**(Council Members Harris and Wyatt were absent.)**

**At 1:30 p.m., the Mayor declared the meeting in recess to be reconvened at 2:00 p.m., in the City Council Chamber, 215 Church Avenue, S. W., City of Roanoke.**

**At 2:00 p.m., on Monday, July 2, 2001, the regular meeting of Roanoke City Council reconvened in the City Council Chamber, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., with Mayor Ralph K. Smith presiding, and the following members of Council in attendance.**

**PRESENT: Council Members William H. Carder, W. Alvin Hudson, Jr., William White, Sr., William D. Bestpitch and Mayor Ralph K. Smith-----5.**

**ABSENT: Council Members C. Nelson Harris and Linda F. Wyatt-----2.**

**OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; James D. Grisso, Director of Finance; and Mary F. Parker, City Clerk.**

**The meeting was opened with a prayer by Frances S. Stebbins, Christian Educator, St. Paul's Episcopal Church.**

**The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Ralph K. Smith.**

#### **PRESENTATIONS:**

**DECEASED PERSONS: Mr. Carder offered the following resolution memorializing the late Lewis Gregory Leftwich, former Building Commissioner, for the City of Roanoke:**

**(#35437-070201) A RESOLUTION memorializing the late Lewis**

**Gregory Leftwich of Bedford County, Virginia.**

**(For full text of resolution, see Resolution Book No. 64.)**

**Mr. Carder moved the adoption of Resolution No. 35437-070201. The motion was seconded by Mr. Bestpitch and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**The Mayor presented a signed copy of the above referenced measure to Mr. and Mrs. Robert Leftwich, son and daughter-in-law of the late Mr. Leftwich, and expressed condolences on behalf of the citizens of the City of Roanoke and the Members of City Council.**

**ACTS OF ACKNOWLEDGEMENT: The Mayor welcomed the newly crowned Miss Virginia, Meghan Shandley, and presented her with a Key to the City.**

#### **PUBLIC HEARING:**

**CITY PROPERTY-YMCA: Pursuant to instructions of Council, the City Clerk having advertised a public hearing for Monday, July 2, 2001, at 2:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chamber, on a proposal of the City of Roanoke to convey City-owned property located at 506 Church Avenue, S. W., and the adjoining lot, bearing Official Tax Nos. 1113419 and 1113418, to the YMCA of Roanoke Valley, Inc., upon certain terms and conditions, the matter was before the body.**

**Legal advertisement of the public hearing was published in The Roanoke Times on Sunday, June 24, 2001.**

**(See publisher's affidavit on file in the City Clerk's Office.)**

**A communication from the City Manager advising that the YMCA**

of Roanoke Valley, a non-profit organization, plans to construct a new 40,000 square foot Central Branch YMCA to be located at 5<sup>th</sup> Street and Luck Avenue; the facility is needed to accommodate its expanding number of programs and to replace its current outdated facility; construction of the new \$6.5 million facility is scheduled to begin no later than June 1, 2002; and the YMCA has made a formal offer to the City to enter into a collaborative agreement for partnering on the development and use of the new facility.

It was further advised that the agreement specifies that the City will provide a \$2 million grant toward construction of the indoor aquatic facility; annual equal payments will be made to the YMCA over a period of ten years, with the first payment of \$200,000.00 due by September 1, 2001; funding of the \$200,000.00 for the fiscal year 2002 payment is available in Account No. 008-530-9757-9003, and funding for the annual payment of \$200,000.00 for the remainder of the nine year commitment will be provided for annually during the budget adoption process; funding for operational support will not be requested; to facilitate construction, a real estate swap will occur between the City and the YMCA; the City will transfer title of Official Tax Nos. 1113419 and 1113418 (506 Church Avenue and the adjoining lot) to the YMCA; upon completion of construction of the new facility, the YMCA will transfer title of its current parking lot and facility, excluding the annex gymnasium, which adjoins the current Central Branch of the YMCA (425 Church Avenue), Official Tax Nos. 1011206, 1011209 and 1011210; and property received by the City may be valuable in addressing parking needs in the area.

The City Manager recommended that she be authorized to execute an agreement to be approved as to form by the City Attorney and any other documents necessary to implement terms of the agreement.

(For full text, see communication on file in the City Clerk's Office.)

Mr. Hudson moved that the following ordinance be placed upon its first reading:

(#35438) AN ORDINANCE authorizing the City Manager to execute an agreement, deed and any related and necessary documents providing for the sale and conveyance of City-owned property located

at 506 Church Avenue and the adjoining lot, bearing Official Tax Nos. 1113419 and 1113418, to the YMCA of Roanoke Valley, Inc., upon certain terms and conditions.

(For full text of ordinance, see Ordinance Book No. 64.)

The motion was seconded by Mr. Carder.

The Mayor inquired if there were persons present who would like to address the matter; whereupon, Fulton Calvin Johnson, Executive Director, YMCA of Roanoke Valley, Inc., and John Williamson, Member, Board of Directors, YMCA of Roanoke Valley, Inc., spoke in support of the proposal.

No other persons wishing to be heard, Ordinance No. 35438, on its first reading, was adopted by the following vote:

AYES: Council Members Carder, Hudson, White and Mayor Smith-----4.

NAYS: None-----0.

(Council Member Bestpitch abstained from voting inasmuch as his spouse is employed by the YMCA of Roanoke Valley, Inc.)

(Council Members Harris and Wyatt were absent.)

The Mayor declared the public hearing closed.

**CONSENT AGENDA:**

The Mayor advised that all matters listed under the Consent Agenda were considered to be routine by the Members of Council and would be enacted by one motion; there would be no separate discussion of the items; and if discussion was desired, the item would be removed form the Consent Agenda and considered separately.

MINUTES: Minutes of the regular meetings of Council held on Monday, October 16, 2000 and Monday, June 18, 2001, were before the body.

**(For full text, see minutes on file in the City Clerk's Office.)**

**Mr. White moved that the reading of the minutes be dispensed with and that the minutes be approved as recorded. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**OATHS OF OFFICE-SCHOOLS-HOUSING/AUTHORITY-TRANSPORTATION SAFETY-TRAFFIC: The following reports of qualification were before Council:**

**Melinda J. Payne and Ruth C. Willson as Trustees of the Roanoke City School Board for terms commencing July 1, 2001 and ending June 30, 2004;**

**Frank W. Feather as a member of the Fair Housing Board for a term ending March 31, 2004; and**

**David A. Morgan for a term ending October 31, 2004, and Kenneth King, Jr., for a term ending October 31, 2002, as members of the City of Roanoke Transportation Safety Commission.**

**(See Oaths or Affirmations of Office on file in the City Clerk's Office.)**

**Mr. White moved that the reports of qualification be received and filed. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**ZONING-HOSPITALS:** A communication from the City Manager advising that the City of Roanoke owns approximately 29 acres of land fronting on Colonial Avenue, S. W., Official Tax No. 1570101; the only structures currently on the property are three City owned water tanks located near the rear of the property and a building currently leased by the Specific Reading and Learning Difficulties Association of Roanoke, commonly known as the Montessori School, located at 3379 Colonial Avenue; much of the acreage is excess property that is not required for water distribution services; and the subject property offers an opportunity for mixed-use development for planned residential and commercial development, was before Council.

The City Manager further advised that on June 18, 2001, she received a communication from Carilion Health Systems, Inc., offering to purchase 2.8 acres of real estate identified by a metes and bounds description, within the 29 acre parcel of land, and fronting on Colonial Avenue; the property is currently zoned RS-2, Single Family Residential District; a C-1, Office District, zoning classification would be required for the proposed use; and the proposed use is consistent with other land uses surrounding the property.

The City Manager recommended that she be authorized to file an application with the City Planning Commission requesting that the abovedescribed 2.8 acre parcel of land be rezoned from RS-2 to C-1.

(For full text, see communication on file in the City Clerk’s Office.)

Mr. White moved that Council concur in the recommendation of the City Manager. The motion was seconded by Mr. Hudson and adopted by the following vote:

**AYES:** Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

**NAYS:** None-----0.

(Council Members Harris and Wyatt were absent.)

**REGULAR AGENDA**

**HEARING OF CITIZENS UPON PUBLIC MATTERS:**



**COMPLAINTS-REFUSE COLLECTION:** Mr. John H. Kennett, Jr., 373 Allison Avenue, S. W., appeared before Council and expressed opposition to curb side collection of refuse in those residential areas where alleys are available. He advised that instead of moving the collection of trash from alleys to the curb, trash collection should remain in the alleys in those areas where alleys exist; and the program of recycling will be much more successful because citizens will willingly place refuse collection containers and recycling materials in the alley instead of begrudgingly placing them on the street. He stated that the previous effort to recycle failed because of the reluctance of citizens to place recycling containers on the street.

Mr. Kennett stated that since drafting his letter, he has been advised that his neighborhood will be exempt from alley collection; however he expressed concern with regard to compliance issues and advised that the proposed new procedure has not been adequately analyzed. He added that a public hearing was not held to receive citizen input, further study is needed before the new procedure is fully implemented, and employment of a compliance officer will cost the City additional money.

(See communication on file in the City Clerk's Office.)

Mr. Bestpitch called attention to numerous telephone calls from citizens who were concerned about the proposed changes and expressed further concern that Council not place itself in a position that cannot be changed, if necessary. He encouraged the City Manager to fully review the refuse collection process to determine if the new procedure is working.

Mr. Hudson concurred in the remarks of Mr. Bestpitch. He requested a detailed report by the City Manager on proposed cost savings, whether the new program is working, who will be the responsible party for maintaining alleys, and how will refuse collection be addressed for those housing complexes that have eight to ten units, etc. He too requested that the City not place itself in a position that cannot be changed if it is determined that the new procedure is not working satisfactorily.

The Mayor advised that he recently had an opportunity to observe the solid waste disposal process at the time that refuse is emptied from

the refuse collection vehicles at the transportation station on Hollins Road en route to Smith Gap which was an educational experience. He requested the opportunity to participate in the process of refuse collection as the vehicle moves throughout the various City neighborhoods which will help him to understand problems, if any, that need to be addressed.

Without objection by Council, the Mayor advised that the remarks of Mr. Kennett would be received and filed.

**PETITIONS AND COMMUNICATIONS:**

**BONDS-SCHOOLS:** A communication from the Roanoke City School Board requesting that Council approve a State Literary Fund Loan application for the Roanoke Academy for Mathematics and Science project, which will provide \$5 million to fund part of the \$11.5 million to replace the outdated 1940's facility designed as a junior high school with a new elementary school facility; and additional debt service for the schools in connection with the project will total \$450,000.00, with debt service payments to commence in fiscal year 2003-04, was before the body.

(For full text, see communication on file in the City Clerk's Office.)

Mr. White offered the following resolution:

(#35439-070201) A RESOLUTION authorizing the School Board for the City of Roanoke to make application for a loan from the State Literary Fund for replacing the outdated Roanoke Academy for Mathematics and Science facility with a new Roanoke Academy for Mathematics and Science facility.

(For full text of resolution, see Resolution Book No. 64.)

Mr. White moved the adoption of Resolution No. 35439-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:

**AYES:** Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**Mr. White offered the following resolution:**

**(#35440-070201) A RESOLUTION authorizing the School Board for the City of Roanoke to expand funds for replacing the present school building at Roanoke Academy for Mathematics and Science with a new building and declaring the City's intent to borrow to fund or reimburse such expenditures.**

**(For full text of resolution, see Resolution Book No. 64.)**

**Mr. White moved the adoption of Resolution No. 35440-070201. The motion was seconded by Mr. Carder and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**Mr. White advised that there is a well established budget process for funding operating and capital needs of the Roanoke City school system, and referred to recent newspaper articles regarding funding needs of the school system that have not proceeded through the routine budget process or work sessions conducted by Council and the School Board. He suggested that the Mayor and/or the City Manager communicate to the appropriate school officials the importance of re-visiting the long standing budget process.**

**Mr. Bestpitch reiterated Mr. White's concerns. He advised that School Board Trustees understand the ramifications associated with the shortage of local revenues and the need for tax restructuring in the Commonwealth of Virginia, and School Board members have a responsibility to educate citizens on the situation. He stated that a long term solution will require that School Boards and citizens across the Commonwealth of Virginia become more involved and more educated**

on the issue to insure that certain changes in tax structuring will take place to enable local governments to be in a better position to provide the necessary funds.

Richard L. Kelley, Assistant Superintendent for Operations, Roanoke City Public Schools, advised that recent newspaper articles referred to by Council Member White were an outgrowth of a work session conducted by the School Board to discuss budget problems, the gist of which was that the School Board would identify potential problems and request a meeting with Council some time during the fall season. He stated that in preparing the capital plan, the School Board recognized, given the current state of finances, that there will be certain budget problems in the future, therefore, a communication was forwarded to Council identifying certain problems. He advised that the School Board has communicated financial issues to Council in preparation of a mutual discussion of specific funding issues during the fiscal year budget process.

**REPORTS OF OFFICERS:**

**CITY MANAGER:**

**BRIEFINGS: NONE**

**ITEMS RECOMMENDED FOR ACTION:**

**BUDGET-REFUSE COLLECTION:** The City Manager submitted a communication advising that presently, the Solid Waste Management Division is responsible for payment of landfill tipping fees incurred by other City departments; and the current arrangement allows those other departments to dispose of waste for which tipping fees are billed to Solid Waste Management which creates a challenge for Solid Waste Management with respect to management of its annual operating budget.

It was further advised that funding presently allocated to Solid Waste Management for tipping fees can be transferred to other departments for payment of tipping fees incurred by those departments, specifically Streets and Traffic and Parks and Grounds, and this procedure will be established in future budgets prior to recommendation to Council.

**The City Manager recommended that Council authorize transfer of \$187,229.00 from Solid Waste Management to Streets and Traffic and \$104,247.00 from Solid Waste Management to Parks and Grounds for tipping fee expenses to be incurred in fiscal year 2001-02.**

**(For full text, see communication on file in the City Clerk’s Office.)**

**Mr. Carder offered the following emergency ordinance:**

**(#35441-070201) AN ORDINANCE to amend and reordain certain sections of the 2001-2002 General Fund Appropriations, and providing for an emergency.**

**(For full text of ordinance, see Ordinance Book No. 64.)**

**Mr. Carder moved the adoption of Ordinance No. 35441-070201. The motion was seconded by Mr. White and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**BUDGET-DISABILITY SERVICES BOARD: The City Manager submitted a communication advising that the Fifth District Disability Services Board is responsible to local governments and serves as a critical resource for needs assessment, information sharing and service opportunities for citizens with disabilities, their families and the community; the following jurisdictions in the Fifth Planning District have enacted resolutions establishing their participation in a regional effort and have appointed a local official to serve: Cities of Roanoke, Salem, Covington, Clifton Forge; Counties of Roanoke, Craig, Botetourt, and Allegheny, and the Town of Vinton; and other members of the Disability Services Board include representatives from business and consumers.**

**It was further advised that Council authorized the Director of Finance to serve as fiscal agent for the Fifth Planning District Disabilities**

**Services Board on September 25, 1995; and the State Department of Rehabilitative Services has allocated funds, in the amount of \$29,600.00, for a two-year period to continue local staff support of administration of the Fifth District Disability Services Board.**

**The City Manager recommended that she be authorized to enter into a contract, to be approved as to form by the City Attorney, with existing Disability Services Board staff support to continue providing local administrative support; and that Council appropriate \$29,600.00**

to a grant fund account, with a corresponding revenue estimate to be established by the Director of Finance.

(For full text, see communication on file in the City Clerk’s Office.)

Mr. Bestpitch offered the following emergency ordinance:

(#35442-070201) AN ORDINANCE to amend and reordain certain sections of the 2001-02 Grant Fund Appropriations, and providing for an emergency.

(For full text of ordinance, see Ordinance Book No. 64.)

Mr. Bestpitch moved the adoption of Ordinance No. 35442-070201. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

NAYS: None-----0.

(Council Members Harris and Wyatt were absent.)

Mr. Bestpitch offered the following resolution:

(#35443-070201) A RESOLUTION authorizing the City Manager to enter into a contract with the Fifth District Disability Services Board (“FDDSB”) to provide continuing local administrative staff support; upon certain terms and conditions.

(For full text of resolution, see Resolution Book No. 64.)

Mr. Bestpitch moved the adoption of Resolution No. 35443-070201. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

NAYS: None-----0.

**(Council Members Harris and Wyatt were absent.)**

**BUDGET-YOUTH-HUMAN SERVICES-EQUIPMENT:** The City Manager submitted a communication advising that the Comprehensive Services Act Program serves 570 to 600 youth and families each fiscal year with a budget of \$8,400,000.00, which program was enacted by the General Assembly in 1993 and has operated with a manual paper process for tracking funds and client placements.

It was further advised that the City Auditor's report dated December, 2000 recommended that a computer based system be implemented to assist in the monitoring of expenditures and client services; and a team of City staff reviewed the CSA computer system at two of 22 jurisdictions that have implemented an electronic network, and all jurisdictions utilize the same system.

The City Manager recommended that she be authorized to enter into an agreement with Harmony Information Systems, Inc., to be approved as to form by the City Attorney, for a CSA computer based network and that Council appropriate \$100,000.00 from the fiscal year 2000-01 Capital Maintenance and Equipment Replacement Program to a project account to be established by the Director of Finance in the Department of Technology Fund to purchase hardware, software, training and maintenance for the system.

**(For full text, see communication on file in the City Clerk's Office.)**

**Mr. Carder offered the following emergency ordinance:**

**(#35444-070201) AN ORDINANCE to amend and reordain certain sections of the 2001-02 General and Department of Technology Fund Appropriations, and providing for an emergency.**

**(For full text of ordinance, see Ordinance Book No. 64.)**

**Mr. Carder moved the adoption of Ordinance No. 35444-070201. The motion was seconded by Mr. Bestpitch and adopted by the following vote:**



**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**Mr. Carder offered the following resolution:**

**(#35445-070201) A RESOLUTION authorizing the implementation of a computer-based system to assist in the provision of services under the Comprehensive Services Act Program, upon certain terms and conditions.**

**(For full text of resolution, see Resolution Book No. 64.)**

**Mr. Carder moved the adoption of Resolution No. 35445-070201. The motion was seconded by Mr. Bestpitch and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**BUDGET-CIVIC CENTER: The City Manager submitted a communication advising that at its May 7, 2001 meeting, Council authorized the City Manager to enter into a license agreement between the City of Roanoke and Arena Ventures, LLC, for use of the Civic Center Coliseum and related facilities to provide a number of National Basketball Development League basketball games and a certain number of events produced by SFX Concerts, Inc., in the Coliseum over a five year period; and Council further authorized certain financial arrangements in connection with the license agreement.**

**It was further advised that revenues and expenses associated with the license agreement need to be included in the fiscal year 2001-02 operating budget as a part of the Civic Facilities budget; additional revenues derived from the license agreement will more than offset**

expenses, with net revenues designated to pay debt service for capital improvements associated with the license agreement; and additional full time positions which are needed to provide for operation of the added events include: general supervisor, trades helper, inventory control clerk, event staff supervisor and assistant concessions supervisor.

The City Manager recommended that Council appropriate revenues and expenses, as more fully set forth on Attachment 1 to the report, and authorize five new positions in the Civic Facilities Fund.

(For full text, see communication on file in the City Clerk’s Office.)

Mr. White offered the following emergency ordinance:

(#35456-070201) AN ORDINANCE to amend and reordain certain sections of the 2001-02 Civic Center Fund Appropriations, and providing for an emergency.

(For full text of ordinance, see Ordinance Book No. 64.)

Mr. White moved the adoption of Ordinance No. 35446-070201. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

NAYS: None-----0.

(Council Members Harris and Wyatt were absent.)

**BUDGET-FIFTH DISTRICT EMPLOYMENT AND TRAINING CONSORTIUM:** The City Manager submitted a communication advising that the Fifth District Employment and Training Consortium administers the Federally funded Workforce Investment Act for the region, which encompasses the Counties of Allegheny, Botetourt, Craig, Franklin and Roanoke, as well as the Cities of Covington, Roanoke and Salem; and funding is for the following two primary client populations:

Dislocated workers who have been laid off from

**employment through no fault of their own; and**

**Economically disadvantaged individuals, as determined by household income guidelines set by the United States Department of Labor.**

**It was further advised that the City of Roanoke is the grant recipient and fiscal agent for Consortium funding, thus, Council must appropriate funds for all grants and other monies received by the Fifth District Employment and Training Consortium; the State office of the Virginia Employment Commission has sent the Consortium notice of Workforce Investment Act allocations for Program Year 2001-02 for Title I grants in the amounts of \$411,593.00 (adult), \$507,737.00 (youth) and \$402,314.00 (dislocated worker); member jurisdictions of the Fifth District Employment and Training Consortium contribute funds to offset the agency's administrative costs; and the City of Salem has sent a contribution of \$5,985.00 for fiscal year 2001.**

**The City Manager recommended that Council appropriate Fifth District Employment and Training Consortium funding totaling \$1,327,629.00 and increase the revenue estimate by \$1,327,629.00 in accounts to be established in the Consortium Fund by the Director of Finance.**

**(For full text, see communication on file in the City Clerk's Office.)**

**Mr. Carder offered the following emergency ordinance:**

**(#35447-070201) AN ORDINANCE to amend and reordain certain sections of the 2001-02 Consortium Fund Appropriations, and providing for an emergency.**

**(For full text of ordinance, see Ordinance Book No. 64.)**

**Mr. Carder moved the adoption of Ordinance No. 35447-070201. The motion was seconded by Mr. Bestpitch and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**BUDGET-GRANTS:** The City Manager withdrew a communication with regard to acceptance of 2001-02 Community Development Block Grant funding, inasmuch as the item is reported elsewhere on the agenda.

**DOWNTOWN ROANOKE, INC:** The City Manager submitted a communication advising that in 1986, the City established the Downtown Service District; subsequently, an agreement was entered into between the City and Downtown Roanoke, Inc., to provide the net revenue generated from the Downtown Service District to DRI, less the City's direct costs, in order to provide promotional services within the downtown district; the first agreement was for a one year term from July 1, 1987, that would be automatically extended on a year to year basis for up to five years; the agreement was amended to provide for further annual extensions until June 30, 2001; and an agreement, substantially similar to the agreement that has been in effect since 1987 has been negotiated with Downtown Roanoke, Inc.

It was further advised that promoting and developing downtown continues to be a priority of Council and other civic leaders; and the services provided by Downtown Roanoke, Inc., over the past several years have enhanced downtown businesses and the livability of the City.

The City Manager recommended that she be authorized to execute a Downtown Service District Services Agreement between the City of Roanoke and Downtown Roanoke, Inc., for a period of five years, from July 1, 2001, through June 30, 2006, with such agreement to be approved as to form, by the City Attorney.

**(For full text, see communication on file in the City Clerk's Office.)**

**Mr. Carder offered the following resolution:**

**(#35448-070201) A RESOLUTION** authorizing the execution of a Downtown Service District Services Agreement between the City of Roanoke, Virginia, and Downtown Roanoke, Inc., (DRI), that will provide

for DRI to undertake certain activities within the Downtown Service District of the City; and authorizing the City Manager to take such further action as is necessary to implement and administer the terms of such Agreement.

(For full text of resolution, see Resolution Book No. 64.)

Mr. Carder moved the adoption of Resolution No. 35448-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

NAYS: None-----0.

(Council Members Harris and Wyatt were absent.)

**BUDGET-PARKS AND RECREATION-LEASES:** The City Manager submitted a communication advising that the Parks and Recreation Department operates eight weeks of Outdoor Adventure Summer camps and other recreation programs, and transportation to remote outdoor sites is a necessity for the camp; the Parks and Recreation Department van, used to transport program participants, was retired by Fleet Management due to prohibitive costs in making repairs and a replacement van will be purchased in next year's budget; and in order to provide transportation for this summer's camps and other programs, the City has negotiated with Dominion Dodge to lease a 15 passenger van for the eight week period of July 6, 2001 through August 31, 2001, at \$100.00 per week.

It was further advised that the \$100.00 per week for eight weeks price negotiated with Dominion Dodge is significantly lower than the usual rate of \$800.00 per week; funding for the vehicle will be recovered by camp fees paid by participants; and when the City of Roanoke executes the lease, it will indemnify Dominion Dodge and list Dominion Dodge on the City's auto insurance.

The City Manager recommended that she be authorized to execute a lease agreement with Dominion Dodge, Inc., such agreement to be approved as to form by the City Attorney, for a 15 passenger van

for eight weeks at \$100.00 per week, with the City to pay for fuel and minor repairs, if needed.

(For full text, see communication on file in the City Clerk’s Office.)

Mr. Bestpitch offered the following resolution:

(#35449-070201) A RESOLUTION authorizing the lease of one 15-passenger van from Dominion Dodge, Inc., for use by the Parks and Recreation Department in the Outdoor Adventure Summer Camp program for a period of eight weeks, upon certain terms and conditions.

Mr. Bestpitch moved the adoption of Resolution No. 35449-070201. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

NAYS: None-----0.  
(Council Members Harris and Wyatt were absent.)

Mr. Hudson expressed concern with regard to safety issues, especially in view of recent news reports relating to a safety hazard in connection with this particular size van.

The City Manager called attention to the need to replace a van on a permanent basis within the City’s fleet of vehicles, and information reported by the news media regarding safety issues will be taken into consideration at the appropriate time. Mr. White requested a response by the City Manager with regard to the need to purchase a van on a permanent basis as opposed to leasing a van during the summer months when usage is higher.

Mr. Bestpitch stated that operator training is the most important safety factor and any person driving the vehicle should receive specific instruction with regard to vehicle operation. He suggested that the City express its appreciation to officials of Dominion Dodge for leasing the van at \$100.00 per week for eight weeks as opposed to \$800.00 per week which is the usual weekly lease fee.

**BRIDGES-CONSULTANTS REPORTS:** The City Manager submitted a communication advising that the 1978 Surface Transportation Act enacted by Congress requires that all bridges, including off Federal Aid System structures, must be included in the bi-annual inspection program; supplementary bridge inspection reports are required on 62 structures in the City of Roanoke this year, along with the inspection of one parking structure; on June 7, 1999, Council authorized agreements for consultant services for three years with Hayes, Seay, Mattern & Mattern, Inc., and Mattern & Craig, Inc., to conduct the above referenced inspection services for the period which includes fiscal year 2001-02; and approval by Council is requested to authorize execution of amendments to the agreements as follows:

<b>Agreement with Hayes, Seay, Mattern &amp; Mattern, Inc.</b>	
<b>2001 Bridge Inspection:</b>	<b>\$ 55,000.00</b>
<b>30 bridges</b>	
<b>1 tunnel (underpass)</b>	

<b>Agreement with Mattern &amp; Craig, Inc.</b>	
<b>2001 Bridge Inspection:</b>	<b>67,900.00</b>
<b>32 bridges</b>	
<b>Century Station Parking Garage</b>	

<b>Total</b>	<b>\$ 122,900.00</b>
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The City Manager recommended that she be authorized to execute Amendment No. 2 to each of the agreements for consultant services with Hayes, Seay, Mattern & Mattern, Inc., and Mattern & Craig, Inc., in the amounts of \$55,000.00 and \$67,900.00, respectively, for the above described inspection services.

(For full text, see communication on file in the City Clerk's Office.)

Mr. Carder offered the following resolution:

(#35450-070201) A RESOLUTION authorizing the City Manager's issuance of Amendment No. 2 to the City's contract with Hayes, Seay, Mattern & Mattern, Inc., for additional engineering services for the inspection of 30 bridges and 1 tunnel (underpass).

(For full text of resolution, see Resolution Book No. 64.)

**Mr. Carder moved the adoption of Resolution No. 35450-070201.  
The motion was seconded by Mr. Hudson and adopted by the following  
vote:**



**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**Mr. Carder offered the following resolution:**

**(#35451-070201) A RESOLUTION authorizing the City Manager's issuance of Amendment No. 2 to the City's contract with Mattern & Craig, Inc., for additional engineering services for the inspection of 32 bridges and the Century Station Parking Garage.**

**(For full text of resolution, see Resolution Book No. 64.)**

**Mr. Carder moved the adoption of Resolution No. 35451-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**DIRECTOR OF FINANCE:**

**BUDGET-BONDS: The Director of Finance submitted a written report advising that as the City issues general obligation bonds throughout the years, portions of the funding derived from bond issues are allocated to neighborhood storm drain projects; and in recent bond issues, funding has been dedicated to storm drains, as follows:**

**\$7,600,000.00 from the bond issue Series 1992A  
\$1,600,000.00 from the bond issue Series 1996A  
\$315,000.00 from the bond issue Series 1997A  
\$2,285,000.00 from the bond issue Series 1999A**

**It was further advised that in order to meet the goal of fully**

utilizing some of the bond funding from older bond issues, it is recommended that bond funding be shifted between some of the storm drain projects by bond issue, which will not change the funding to any of the projects in total, nor will it change the total storm drain project funding to be undertaken by the City; the change facilitates record keeping requirements and has a positive impact on the City's arbitrage rebate requirements as it pertains to the oldest bond issue; and specific projects and funding involved are as follows:

Project	Impact on 1999 Bonds	Impact on 1996 Bonds	Impact on 1992 Bonds
Peters Creek Land Acquisition	46,636	207,635	(254,271)
Storm Water Model Maintenance	-	19,220	(19,220)
Forest Park Drainage Project	-	19,629	(19,629)
Miscellaneous Storm Drains Phase 2	-	30,591	(30,591)
Garden City Phase 3	(46,636)	-	46,636
Miscellaneous Drainage Projects	-	(146,531)	146,531
Summit Hills Drainage Project	-	(130,544)	130,544
TOTAL	-	-	-

The Director of Finance recommended that Council authorize transfer of storm drain funding between 1992, 1996 and 1999 bond issues.

(For full text, see report on file in the City Clerk's Office.)

Mr. Carder offered the following emergency ordinance:

(#35452-070201) AN ORDINANCE to amend and reordain certain sections of the 2001-02 Capital Projects Fund Appropriations, and providing for an emergency.

(For full text of ordinance, see Ordinance Book No. 64.)

Mr. Carder moved the adoption of Ordinance No. 35452-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

NAYS: None-----0.

**(Council Members Harris and Wyatt were absent.)**

**Mr. Bestpitch offered the following resolution:**

**(#35453-070201) A RESOLUTION of the City Council of the City of Roanoke, Virginia, reallocating certain proceeds of its general obligation public improvement bonds, series 1992A, of its general obligation public improvement bonds, series 1996A, and of its general obligation public improvements bonds, series 1999A.**

**(For full text of resolution, see Resolution Book No. 64.)**

**Mr. Bestpitch moved the adoption of Resolution No. 35453-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**FINANCIAL REPORTS: The Director of Finance submitted the Financial Report for the month of May, 2001.**

**(For full text, see Financial Report on file in the City Clerk's Office.)**

**Without objection by Council, the Mayor advised that the Financial Report would be received and filed.**

**REPORTS OF COMMITTEES: NONE**

**UNFINISHED BUSINESS: NONE**

**INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:**

**BUDGET-GRANTS: Ordinance No. 35406, on second reading, amending and reordaining certain sections of the 2001-02 Grant Fund Appropriations, providing for appropriation of Community Development**

**Block Grant program funds from the United States Department of Housing and Urban Development, having previously been before the Council for its first reading on Monday, June 18, 2001, read and adopted on its first reading and laid over, was again before the body,**

**Mr. Hudson offering the following for its second reading and final adoption:**

**(#35406-070201) AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Grant Fund Appropriations.**

**(For full text of ordinance, see Ordinance Book No. 64.)**

**Mr. Hudson moved the adoption of Ordinance No. 35406-070201. The motion was seconded by Mr. Carder and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White and Mayor Smith-----4.**

**NAYS: None-----0.**

**(Council Member Bestpitch abstained from voting inasmuch as his spouse is employed by the YMCA of Roanoke Valley, Inc., which is one of the organizations proposed for funding.)**

**(Council Members Harris and Wyatt were absent.)**

**STREETS AND ALLEYS: Ordinance No. 35431, on second reading, permanently vacating, discontinuing and closing that certain approximate 12' x 103' alley bounded by Official Tax Nos. 1052401 and 1052404, and entering from the 2400 blocks of Crystal Springs and Richelieu Avenues, S. W., having previously been before the Council for its first reading on Monday, June 18, 2001, read and adopted on its first reading and laid over, was again before the body, Mr. Carder offering the following for its second reading and final adoption:**

**(#35431-070201) AN ORDINANCE permanently vacating, discontinuing and closing certain public right-of-way in the City of Roanoke, Virginia, as more particularly described hereinafter.**

**(For full text of ordinance, see Ordinance Book No. 64.)**

**Mr. Carder moved the adoption of Ordinance No. 35431-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**STREETS AND ALLEYS: Ordinance No. 35432, on second reading, vacating, discontinuing and closing that certain 15 foot wide alley lying between former Lots 9 and 10, Block 12, Map of Official Survey Sheet NW1 on the west and former Lot 11, Block 12, Map of Official Survey Sheet NW1 on the east, extending from Shenandoah Avenue, N. W. (at a point 60 feet west of Jefferson Street, N. W.) northward for a distance of 187.9 feet to Centre Avenue, having previously been before the Council for its first reading on Monday, June 18, 2001, read and adopted on its first reading and laid over, was again before the body, Mr. Carder offering the following for its second reading and final adoption:**

**(#35432-070201) AN ORDINANCE permanently vacating, discontinuing and closing certain public right-of-way in the City of Roanoke, Virginia, as more particularly described hereinafter.**

**(For full text of ordinance, see Ordinance Book No. 64.)**

**Mr. Carder moved the adoption of Ordinance No. 35432-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**ZONING: Ordinance No. 35433, on second reading, rezoning that tract of land containing 10.235 acres, more or less, lying on the south side of Melrose Avenue, N. W., and the west side of Twenty-fourth Street, commonly known as the W. B. Clements, Inc., property, Official Tax No. 2420205, from C-2, General Commercial District, to IPUD,**

Industrial Planned Unit Development District, subject to certain proffers contained in the First Amended Petition for rezoning filed in the City Clerk's Office on May 17, 2001, having previously been before the Council for its first reading on Monday, June 18, 2001, read and adopted on its first reading and laid over, was again before the body, Mr. Carder offering the following for its second reading and final adoption:

(#35433-070201) AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 242, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, subject to certain conditions proffered by the applicant.

(For full text of ordinance, see Ordinance Book No. 64.)

Mr. Carder moved the adoption of Ordinance No. 35433-070201. The motion was seconded by Mr. Bestpitch and adopted by the following vote:

AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

NAYS: None-----0.

(Council Members Harris and Wyatt were absent.)

CITYPROPERTY-INDUSTRIES: Ordinance No. 35435, on second reading, providing for the fee simple conveyance of two small tracts of City-owned property located at the Roanoke Centre for Industry and Technology, to Blue Hills Golf Corporation and to Anderson Wade Douthat, et. al., having previously been before the Council for its first reading on Monday, June 18, 2001, read and adopted on its first reading and laid over, was again before the body, Mr. Carder offering the following for its second reading and final adoption:

(#35435-070201) AN ORDINANCE providing for the fee simple conveyance of two small tracts of City-owned property located at the Roanoke Centre for Industry and Technology, adjacent to Tracts A, B and F, to the Blue Hills Golf Corporation (containing approximately 14,000 sq. ft.) and to Anderson Wade Douthat, et. al., (containing approximately 12,000 sq. ft.), upon certain terms and conditions.

**(For full text of ordinance, see Ordinance Book No. 64.)**

**Mr. Carder moved the adoption of Ordinance No. 35435-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**STREETS AND ALLEYS: Ordinance No. 35436, on second reading, permanently vacating, discontinuing and closing that certain 18 foot public right-of-way which crosses Official Tax No. 4010213, between Norfolk Avenue, S. E., and Official Tax No. 4010209, having previously been before the Council for its first reading on Monday, June 18, 2001, read and adopted on its first reading and laid over, was again before the body, Mr. Carder offering the following for its second reading and final adoption:**

**(#35436-070201) AN ORDINANCE permanently vacating, discontinuing and closing certain public right-of-way in the City of Roanoke, Virginia, as more particularly described hereinafter.**

**(For full text of ordinance, see Ordinance Book No. 64.)**

**Mr. Carder moved the adoption of Ordinance No. 35436-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**COUNCIL: Mr. Carder offered the following resolution establishing a meeting schedule for City Council for the fiscal year**



**commencing July 1, 2001, and terminating June 30, 2002:**

**(#35454-070201) A RESOLUTION establishing a meeting schedule for City Council for the Fiscal Year commencing July 1, 2001, and terminating June 30, 2002.**

**(For full text of resolution, see Resolution Book No. 64.)**

**Mr. Carder moved the adoption of Resolution No. 35454-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**COUNCIL-VIRGINIA MUNICIPAL LEAGUE: Mr. Carder offered the following resolution providing that the regular meeting of Council scheduled to be held at 2:00 p.m. and 7:00 p.m. on Monday, October 15, 2001, shall be held at 2:00 p.m., and 7:00 p.m. on Thursday, October 18, 2001, due to the Virginia Municipal League Annual Conference scheduled to be held on October 14-16, 2001, in Virginia Beach, Virginia:**

**(#35455-070201) A RESOLUTION providing that the regular meeting of City Council scheduled to be held at 2:00 p.m. and 7:00 p.m., on Monday, October 15, 2001, shall be held at 2:00 p.m. and 7:00 p.m. on Thursday, October 18, 2001.**

**(For full text of resolution, see Resolution Book No. 64.)**

**Mr. Carder moved the adoption of Resolution No. 35455-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES: Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.**

**NAYS: None-----0.**

**(Council Members Harris and Wyatt were absent.)**

**MOTIONS AND MISCELLANEOUS BUSINESS:**

**INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF COUNCIL:**

**CITY MANAGER-CITY ATTORNEY-DIRECTOR OF FINANCE-MUNICIPAL AUDITOR-REAL ESTATE VALUATION-BUDGET:** Mr. White offered the following emergency ordinance establishing compensation for the City Manager, City Attorney, Director of Finance, City Clerk, Municipal Auditor and Director of Real Estate Valuation for the fiscal year 2001-02, retroactive to July 1, 2001:

**(#35456-070201) AN ORDINANCE** establishing compensation for the City Manager, City Attorney, Director of Finance, Director of Real Estate Valuation, Municipal Auditor and City Clerk for the fiscal year beginning July 1, 2001; and providing for an emergency and an effective date.

**(For full text of ordinance, see Ordinance Book No. 64.)**

**Mr. White moved the adoption of Ordinance No. 35456-070201. The motion was seconded by Mr. Hudson and adopted by the following vote:**

**AYES:** Council Members Carder, Hudson, White, Bestpitch and Mayor Smith-----5.

**NAYS:** None-----0.

**(Council Members Harris and Wyatt were absent.)**

**COMMUNITY PLANNING:** Council Member Bestpitch encouraged citizens to obtain a copy of the draft 2001 Comprehensive Plan for review and comment.

**COUNCIL:** The Mayor advised that July 1, 2001, marked the anniversary of his first year as Mayor of the City of Roanoke, and expressed appreciation for the support he has received during his first year in office.

**OTHER HEARING OF CITIZENS:** The Mayor advised that Council

sets this time as a priority for citizens to be heard; matters requiring referral to the City Manager will be referred, without objection by Council, for response, report and recommendation to Council.

**COUNCIL:** The Members of Council welcomed the return of Ms. Evelyn D. Bethel, 35 Patton Avenue, N. E., to the Council meeting. (Ms. Bethel, an ardent follower of City Council meetings, was ill for an extended period of time.)

Ms. Bethel advised that while she was recuperating at home, she watched Council proceedings on RVTV-Channel 3. She stated that watching Council proceedings on television provides a different perspective and encouraged those persons who have not viewed the proceedings to do so and to be critical of their actions with an eye toward improvements. She also suggested that citizens watch the proceedings to see how their actions can be improved.

There being no further business, at 3:30 p.m., the Mayor declared the Council meeting in recess until Thursday, July 12, 2001, at 12:00 noon, for the Third Leadership Summit on the Virginia Dare Cruise Ship, Airport Road, Moneta, Virginia, to be hosted by Bedford County.

The regular meeting of Roanoke City Council which convened on Monday, July 2, 2001, and was declared in recess until Thursday, July 12, 2001, reconvened at 12:00 noon on the Virginia Dare Cruise Ship, Route 608, Airport Road, Route 853, Southern Bedford County, with Mayor Ralph K. Smith presiding.

**PRESENT:** Council Members William D. Bestpitch, W. Alvin Hudson, Jr., and Mayor Ralph K. Smith-----3.

**ABSENT:** Council Members William H. Carder, C. Nelson Harris, William White, Sr., and Linda F. Wyatt-----4.

**OFFICERS PRESENT:** Rolanda Johnson, Assistant City Manager for Community Development; William M. Hackworth, City Attorney; James D. Grisso, Director of Finance; and Mary F. Parker, City Clerk.

**LEADERSHIP SUMMIT:** The purpose of the meeting was to conduct the Third Roanoke Valley Regional Leadership Summit which was hosted by Bedford County.



**On behalf of Bedford County, Kirby E. Richardson, Vice-Chair, Bedford County Board of Supervisors, extended greetings.**

**The invocation was delivered by H. Odell “Fuzzy” Minnix, Chair, Roanoke County Board of Supervisors.**

**Following lunch, the business session convened at 1:15 p.m.**

**Vice-Chair Richardson welcomed Delegate A. Victor Thomas and his legislative aid Brian Shepherd; Jennifer Faulker representing Congressman Bob Goodlatte; Clara Crouch representing Delegate Clifton A. Woodrum, III; and Allison Baird representing Senator John S. Edwards.**

**Nanci Drake, Tourism Developer for Bedford County, advised that tourism initiatives can be better accomplished by all Roanoke Valley governments working together in partnership. She congratulated Bedford City and Bedford County upon forming a new department, the Department of Tourism, and by pooling resources, the two localities realized that they could accomplish a great deal.**

**Susan Gilbert, Coordinator of Economic Development, Bedford County, advised that Bedford County is relatively new to economic development; however, the locality has enjoyed recent successes, with the anticipation of future success. She called attention to the growth of Bedford County since the mid 1970's, much of which is residential growth which requires more services for the County's 60,000 citizens; therefore, in the early 1990's, the Board of Supervisors determined that it was time for Bedford County to get on the “economic development wagon”. She reviewed successes including: a 151 acre park on the eastern side of Bedford County; a decision to direct economic development efforts along the Route 460 Corridor with a concentration of activity to the east of Bedford County, in the middle and to the west; a joint venture with the City of Bedford which evolved into a revenue sharing agreement between the two jurisdictions that has proven to be successful by jointly developing a 100 acre commerce park inside the City limits, and four revenue sharing areas as a part of the same agreement which are located in Bedford County, with Bedford City providing water and sewer services, and revenue is shared on a 50 - 50 basis; the first commercial venture was dedicated on June 20, 2001, with the opening of the new Wal-Mart Super Store on Route 460 East;**

**bids were received on a small development in the Montvale community of approximately 45 acres, along with a 20 acre commercial venture; and in-depth discussions will take place with the Public Service Authority, the Industrial Development Authority and the Board of Supervisors to coordinate zoning and utility efforts as new parks are developed on the western side of Bedford County.**

**William C. Rolfe, County Administrator, Bedford County, called attention to an approximate 30 per cent increase in population in Bedford County in each of the last three decades, with the growth rate expected to continue to rise in the future, and in 30 years, Bedford County has the potential to have a population of 137,000 citizens. He stated that County staff is working on a master comprehensive plan update and in terms of residential development, it has been determined that if water and sewer services are available, Bedford County could accommodate, without the rezoning of another piece of property, 500,000 additional homes. He added that with 30 per cent growth per decade and three per cent growth per year, Bedford County must look at future needs to insure that growth takes place in those areas that the County can accommodate.**

**Mr. Rolfe encouraged the localities to compile information on teacher salaries; i.e.: total salary per annum over a 20 year period compared with other localities comparable in size. He advised that over the past six months, all localities represented on the Leadership Summit have been involved in major school projects..**

**Clay Goodman, Town Manager, Town of Vinton, presented the Leadership Summit Subcommittee report as a result of a meeting which was held on June 21, 2001, hosted by Roanoke County, and composed of the following participants:**

**Bedford County:**

**Kirby E. Richardson, Vice-Chair, Bedford County Board of Supervisors  
Sue Gilbert, Economic Development Coordinator  
Nancy Johnson - Citizen Representative**

**Franklin County:**

**Wayne Angell, Board Chair, Franklin County Board of Supervisors**

**Rick Huff, County Administrator  
Rob Glenn, Citizen Representative**

**Roanoke County:**

**Harry Nickens, Roanoke County Board of Supervisors (was not present  
for the subcommittee meeting.)  
John Chambliss, Assistant County Administrator  
Victor Iannella, Citizen Representative**

**City of Salem:**

**Howard Packett, Council Member  
Forest Jones, City Manager  
J. Scott Sexton, Citizen Representative**

**City of Roanoke:**

**Ralph Smith, Mayor  
Darlene Burcham, City Manager  
Catherine Fox, Citizen Representative (Roanoke Valley Convention and  
Visitors Bureau)**

**Town of Vinton:**

**Don Davis, Mayor  
Clay Goodman, Town Manager  
Bootie Chewning, Citizen Representative**

**Botetourt County:**

**William Loope, Chair, Board of Supervisors  
David Moorman, Assistant County Administrator**

**Mr. Goodman advised that the Subcommittee discussed recommendations to establish a regional identity for economic development purposes and to offer suggestions for consideration by all localities participating in Leadership Summit meetings. He stated that meeting with local government elected and appointed representatives is helping to forge regional cooperation; if the group is to be effective, it is essential that participants begin to identify what the group can**



agree on in order to forge a regional identity, which new regional identity could result in representatives coalescing into an effective body to provide results that would help each government to meet its goals and objectives.

He stated that numerous suggestions were discussed by the Subcommittee; however, the Subcommittee focused on establishing a regional General Assembly lobby effort on those issues that all participating governments could reach agreement, to look at establishing an identity that can unite and reach agreement across urban, suburban and rural constituents and establish a name and/or logo which could help to identify and unite the region. He added that the Subcommittee agreed to the following common objectives:

**Education**

**Workforce Development**

**Transportation**

**Creation of one identity and image**

**Historical resources**

**High paying jobs**

**One physical identity and one tourism package to market the region.**

Mr. Goodman reviewed the following recommendations of the Subcommittee:

**(1) The following localities should be invited to participate in future Leadership Summits:**

**Virginia Tech**

**Montgomery County**

**Blacksburg**

**Christiansburg**

**Alleghany County**

**Covington**

**Clifton Forge**

**Lynchburg**

**Craig County**

**(2) The localities should create an identity and image or “brand” for regional marketing, tourism, economic development and political strength.**

**(3) As a part of each future Leadership Summit meeting, the host community should provide a brief community profile which would include the community's pressing issues, positive attributes and any other information the host wishes to share with the Leadership Summit group.**

**(4) The Subcommittee would continue to function in the future, with the immediate past Leadership Summit host community serving as host for the next Subcommittee meeting. The Subcommittee's charge would be to act as an executive board of the full group to afford time and opportunity to discuss action plan recommendations to the full Leadership Summit membership. The Subcommittee host community would set the meeting date, time and location. The host would prepare an agenda and provide the full membership with a report at the next Leadership Summit meeting.**

**In closing, Mr. Goodman advised that the above recommendations are submitted as the Subcommittee's report and the full membership of the Leadership Summit is requested to act on the recommendations.**

**Following discussion, it was the consensus of the Leadership Summit group to approve the above listed recommendations of the Subcommittee, with the addition of Bedford City as a participant in future Leadership Summit meetings.**

**It was further agreed that Bedford County will host the next Subcommittee meeting at a date and time to be announced.**

**Officials of Botetourt County extended an invitation to serve as host locality for the Fourth Leadership Summit to be held at Botetourt Education and Training Center, 57 South Center Drive, Daleville, Virginia, and the City of Salem offered to host the Fifth Leadership Summit.**

**Mayor Smith expressed appreciation to Roanoke County for its willingness to come to the City's assistance in connection with the City's new solid waste collection program which was implemented on**

**July 1, 2001. He stated that Roanoke County refuse collection staff and vehicles will assist the City of Roanoke on Saturday, July 14, in an effort to complete the City's weekly refuse collection cycle, and advised that Roanoke County's willingness to come to the aid of its neighboring jurisdiction was offered in the spirit of cooperation that Leadership Summit meetings are intended to encourage.**

**There being no further business, the Mayor declared the meeting of Roanoke City Council adjourned at 1:55 p.m.**

**A P P R O V E D**

**ATTEST:**

**Mary F. Parker  
City Clerk**

**Ralph K. Smith  
Mayor**

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable W. Alvin Hudson, Council Member  
Honorable William D. Bestpitch, Council Member  
Honorable William White, Sr., Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable Linda F. Wyatt, Council Member

Subject: Acceptance of the Victim  
Witness Program Grant

Dear Mayor Smith and Members of City Council:

The Victim/Witness Assistance Program has been awarded a twelve month \$100,679 grant (#02-H8554VW01) for July 2001 through June 2002. The grant from the Department of Criminal Justice Services (DCJS) will allow the Victim/Witness Assistance Program to continue to provide comprehensive information and direct services to crime victims and witnesses in accordance with the Virginia Crime Victim and Witness Rights Act.

The Victim/Witness Program continues to operate with a full-time coordinator for the Circuit Court, as well as one full time assistant for the Juvenile and Domestic Relations Court and one full-time assistant for the General District Court. A summary of FY 97-98, 98-99, 99-00, 00-01 contacts documents the services of the program (see Attachment A).

The Victim/Witness Program is coordinated by the Office of the Commonwealth's Attorney.

The cost to the City for Grant #02-H8554VW01 would be \$25,671 as a local cash match for a total grant budget of \$126,350. The local cash match is equal that of FY 2000-2001. It is

included in the General Fund FY 2001-2002 adopted budget in the Transfer to Grant Fund Account.

Recommendation:

City Council accept the Victim/Witness Grant #02-H8554VW01 for \$100,679 with the city providing \$25,671 as a local cash match from the funding provided in the Transfer to Grant Fund Account in the FY 01-02 budget for a total grant of \$126,350.

Authorize the City Manager to sign and execute all appropriate documents to obtain Grant #02-H8554VW01. Appropriate \$126,350 in revenue accounts to be established in the Grant Fund by the Director of Finance. Appropriate \$126,350 to the expenditure accounts listed in Attachment B.

Respectfully submitted,

Donald S. Caldwell  
Commonwealth's Attorney

DSC:jls

Attachment

c: Darlene L. Burcham, City Manager  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance  
Rolanda A. Johnson, Assistant City Manager for Community Development  
Victim Witness Coordinator

#CO01-00002

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of Council:

Subject: Acceptance of the Victim  
Witness Program Grant

I concur with the recommendation from Donald S. Caldwell, Commonwealth's Attorney, for the City of Roanoke, with respect to the subject referenced above and recommend that City Council accept the funding from the Victim Witness Program Grant.

Sincerely,

Darlene L. Burcham  
City Manager

DLB:ca

c: James D. Grisso, Director of Finance  
William M. Hackworth, City Attorney  
Mary F. Parker, City Clerk

#CO01-00002





**ATTACHMENT A****Victim Witness Assistance Program  
Service Summary**

<b>Service</b>		<b>FY 97-98</b>	<b>FY 98-99</b>	<b>FY 99-00</b>	<b>FY 00-01</b>
1.	Total Victims Contacted	721	1059	990	580
2.	Total Witnesses Contacted	108	120	141	164
3.	Case Disposition, Case Status & Advance Notice of Proceedings	2,608	3,990	3,586	1,903
4.	Intercession with Schools or Employers	2	17	11	9
5.	Crisis Intervention	84	149	118	37
6.	Referral to Criminal Injuries Compensation Fund	306	388	312	545
7.	Restitution Payment Assistance	773	1,373	1,236	236
8.	Explanation of Steps in Criminal Justice System and Criminal Justice Process Options	897	1,389	1,462	462
9.	Courtroom Tours or Explanations	249	502	495	202
10.	Criminal Justice Process Support	548	693	659	360
11.	Notification Services & Explanation Regarding Prisoner Custody Status	32	88	136	56
12.	Protection Services & Explanations	500	622	328	268
13.	Appeal/Habeas Corpus Services	9	6	14	13

14.	Educational Brochures Given	1,12530	<del>2,464</del>		
15.	Amount of Restitution Collected	\$75,464	\$91,661	\$92,754	\$76,347
16.	Amount of Compensation Awarded to Victims from the Criminal Injuries Compensation Fund	\$28,453	\$52,903	\$23,507	\$72,217

Statistics listed on this page reflect some of the services being counted by the Victim Witness Program as required by the Department of Criminal Justice Services.

**ATTACHMENT B  
PROGRAM BUDGET**

1002	Regular Employee Salaries	\$ 90,356
1105	City Retirement	\$ 3,733
1115	ICMA Retirement	\$ 2,874
1116	ICMA Match	\$ 1,950
1120	FICA	\$ 7,281
1125	Medical Insurance	\$ 7,938
1126	Dental Insurance	\$ 615
1130	Life Insurance	\$ 723
1131	Disability Insurance	\$ 325
2020	Telephone	\$ 275
2030	Administrative Supplies	\$ 943
2042	Dues and Memberships	\$ 275
2044	Training and Development	\$ 4,328
2075	Printing	\$ 200
2160	Postage	\$ 1,980
7007	CIS - Personal Computer Rental/Maintenance	\$ 2,014
7015	Management Services	\$ 540
TOTAL		\$126,350

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the acceptance of Grant No. 02-H8554VW01 made to the City of Roanoke by the Commonwealth of Virginia Department of Criminal Justice Services for a Victim/Witness Assistance Program and authorizing the execution and filing by the City Manager of the conditions of the grant and other grant documents.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City of Roanoke hereby accepts the offer made by the Commonwealth of Virginia Department of Criminal Justice Services of Grant No.02-H8554VW01 in the amount of \$100,679 for Fiscal Year 2001-02 for a Victim/Witness Assistance Program.
2. The local cash match for Fiscal Year 2001-02 shall be in the amount of \$25,671.
3. The City Manager is hereby authorized to accept, execute and file on behalf of the City any documents setting forth the conditions of Grant No. 02-H8554VW01.
4. The City Manager is further directed to furnish such additional information as may be required by the Department of Criminal Justice Services in connection with the acceptance of the foregoing grant or with such project.

ATTEST:

City Clerk.

## Roanoke City School Board

P. O. Box 13145  
Roanoke, VA 24031  
(540) 853-2381

Sherman P. Lea, Chairman  
Clerk of the Board

Cindy H. Lee,

July 18, 2001

The Honorable Ralph K. Smith, Mayor  
and Members of Roanoke City Council  
Roanoke, VA 24011

Dear Members of Council:

The School Board at its July 17 meeting voted to request the Roanoke City Council to appropriate the following funds:

\$245,000 for the Reading Excellence Act grant for Hurt Park School to provide children with the readiness skills they need to learn to read during the early childhood years. This new program has been funded by federal funds in the amount of \$245,000.

\$200,000 for the Reading Excellence Act grant for Fallon Park School to provide children with the readiness skills they need to learn to read during the early childhood years. This new program has been funded by federal funds in the amount of \$200,000.

The Board appreciates the approval of this request.

Sincerely,

Cindy H. Lee, Clerk

re

cc: Mr. Sherman P. Lea  
Dr. E. Wayne Harris  
Mr. Richard L. Kelley  
Mr. Kenneth F. Mundy  
details)  
Mr. William L. Murray

Mrs. Darlene L. Burcham  
Mr. William M. Hackworth  
Mr. James D. Grisso  
Mrs. Ann H. Shawver (with accounting

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Jr., Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Bond Issuance under the Public  
Finance Act

Background:

On June 18, 2001 City Council endorsed and concurred in the recommendations contained in the update to the Capital Improvement Program (CIP) for Fiscal Years 2002-2006, which included a list of new capital improvement projects and funding scenarios. Consistent with the recommendations in the CIP update, the following capital projects contained in the updated plan need to be funded by the next issuance of bonds pursuant to the Public Finance Act of 1991 (Code of Virginia):

Crystal Spring Water Filtration Plant	\$ 5,445,000
Curb, Gutter and Sidewalk Program	5,000,000
Schools	4,600,000
Stadium/Amphitheater	<u>16,200,000</u>
Total	\$ <u>31,245,000</u>

Detailed descriptions of each capital project can be found in the City of Roanoke's Capital



Improvement Program Update for Fiscal Year 2002-2006.

Recommended Action:

City Council adopt the accompanying resolution authorizing the issuance of \$31,245,000 general obligation bonds pursuant to the Public Finance Act of 1991 (Code of Virginia).

Respectfully submitted,

Respectfully submitted,

Darlene L. Burcham  
City Manager

James D. Grisso  
Director of Finance

DLB:afs

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
Barry L. Key, Director of Management and Budget

#CM01-00136

August 6, 2001

Honorable Ralph K. Smith, Mayor

Honorable William H. Carder, Vice Mayor

Honorable William D. Bestpitch, Council Member

Honorable C. Nelson Harris, Council Member

Honorable W. Alvin Hudson, Jr., Council Member

Honorable William White, Sr., Council Member

Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject:      Leased Space for  
                 Consolidated Human  
                 Services Agencies

The City's Long-Range Facilities Master Plan, completed in February 1997, recommended that additional space be secured for the Health and Human Services activities which include Social Services, Juvenile Justice Administration, Office on Youth, Homeless Program, and the Health Department. A lease is recommended rather than a purchase because the State reimbursement for Health and Social Services Departments will provide partial funding for lease payments but will not provide funding for a purchase. The consolidation of these services in one location would allow a more efficient delivery of services to their customers. This project was reviewed in detail with Council during the March financial planning session.

Three Proposals were received in response to the City's solicitation in October 2000, which included the Sears Building, the Heironimus Building, and the Cotton Mill Building on Sixth Street. A team composed of representatives of the affected departments and other staff reviewed the proposals. The team agreed that the proposal for the Sears Building best met the requirements and negotiations with Sawyer Properties, Inc., the agent for the owner, Blue Eagle Partnership, have been completed.

The proposed lease is for a twenty-year term ending June 30, 2022, for approximately 83,236 square feet with an annual lease payment of \$1,104,541, which includes janitorial service and routine maintenance. See Attachment #1. The Lease also provides that each party will

indemnify and hold harmless the other from and against any and all suits, actions, loss, damage, liability, and expense occasioned by or resulting from any default hereunder or any negligent act on its part, its agents, employees or invitees. The State Departments of Health and Social Services will participate in the lease payment by contributing 59.4% and 80%, respectively, of their prorated lease expense, based on the percentage of space utilized, including common areas. The City's share will be funded in the annual operating budget beginning with the 2002-03 fiscal year. The State Departments of Health and Social Services will fund approximately \$802,000. Both annual lease payments are subject to annual appropriations.

Recommended Action(s):

Authorize the City Manager to execute a lease agreement with Blue Eagle Partnership, in a form approved by the City Attorney.

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB/SEF

Attachment(s): 1

c: William M. Hackworth, City Attorney  
Mary F. Parker, City Clerk  
James D. Grisso, Director of Finance  
Rolanda Johnson, Assistant City Manager  
Dr. Molly Rutledge, Health Department  
Glenn Radcliffe, Director of Human Services  
Sarah E. Fitton, Engineering Coordinator

#CM01-00149

## LEASE OF OFFICE SPACE

THIS LEASE AGREEMENT, (hereafter "Lease Agreement" or "Lease") made this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between **BLUE EAGLE PARTNERSHIP**, a Virginia Partnership, (the "Lessor"), and the **CITY OF ROANOKE**, a Virginia municipal corporation, (the "Lessee").

### WITNESSETH:

IN CONSIDERATION of the mutual agreements set forth below, the receipt and adequacy of which is hereby acknowledged by each party hereto, the parties mutually agree as follows:

#### 1. DESCRIPTION OF PREMISES

(a) Lessor, in consideration of the rents and covenants to be paid by Lessee, does hereby lease to Lessee, the following described premises located at The Civic Center Mall, 1502 Williamson Road, Roanoke, VA 24012, and containing approximately 83,236 sq.ft. as shown on the floor plan attached hereto as Exhibit A (the "Premises").

(b) Lessee and patrons of the Premises shall have use of the general parking area to include 397 parking spaces as stated in Attachment \_\_\_\_\_. Lessor hereby acknowledges and agrees that the upkeep and maintenance of said parking area remains the obligation of Lessor, and Lessee shall have no responsibility for the upkeep and maintenance of the parking area other than to cooperate in keeping said parking area in a clean and safe condition.

#### 2. TERM

The term of this Lease shall be twenty (20) years, commencing at 12:01 a.m., on the 1st day of July, 2002, or the date that the Premises is ready for occupancy ("Commencement Date") and shall expire at 11:59 o'clock p.m. on June 30, 2002. The Premises shall be deemed ready for occupancy on the earliest date on which all of the following have been met:

- (a) A final certificate of occupancy covering the Premises has been issued by the Department of Buildings of the City of Roanoke, permitting the occupancy thereof for the purposes provided herein.
- (b) Lessor's work, attached as Exhibit B and all of Lessee's work, attached as Exhibit C, both of which are incorporated into and made part of this

Lease Agreement, have been substantially completed, and it shall be deemed so completed notwithstanding the fact that minor or inconsequential mechanical adjustments or decoration remains to be performed, the noncompletion of which does not materially interfere with Lessee's normal use and occupancy of the Premises. Lessee shall, in its reasonable discretion, determine if the required work has been substantially completed and shall so advise Lessor in writing.

- (c) All means of access and all facilities necessary to Lessee's occupancy of the Premises, including but not limited to restrooms, heating, ventilating, air conditioning, water, lighting, electrical power facilities and elevators have been properly installed and substantially completed, and are in reasonably good operating order and available to the Lessee.

### 3. **RENT**

During the original and any subsequent term of this lease, Lessee agrees to pay Lessor an annual rental of ONE MILLION, ONE HUNDRED FOUR THOUSAND, FIVE HUNDRED FORTY-ONE DOLLARS AND SEVENTY-TWO CENTS (\$1,104,541.72) to be paid on the first day of each and every month in the amount of NINETY-TWO THOUSAND, FORTY-FIVE DOLLARS AND FIFTEEN CENTS (\$92,045.15). If the rent commences on any day other than the first day of a calendar month, that pro-rata fraction of the first month's minimum rental based on a thirty (30) day month shall be paid at the first of that portion of the month. Lessee agrees to pay an annual escalation of the rental amount calculated to equal 50% of the Consumer price Index (CPI) or 2%, whichever is less, commencing on the second year of this Lease Agreement.

### 4. **LATE FEE**

In the event any installment of rent is not paid within (10) days after it becomes due, a late fee of 1% of the monthly installment than due will be charged as additional rent and/or processing fees.

### 5. **OPTION TO RENEW**

Lessee shall have the option to renew the term of this lease on the same terms and conditions for up to two additional five year terms upon the expiration of the original term of this lease by exercising this right in writing to Lessor three (3) months prior to the expiration of the original term of the Lease Agreement.

6. **ATTACHMENTS**

The Lessee's Proposal (No. 00-10-9), (Exhibit D) and the Lessor's response to the Lessee's proposal dated November 7, 2000, (Exhibit E) are hereby incorporated and made a part of this Lease Agreement. Lessor acknowledges and agrees that it will comply with the terms and requirements stated therein. Where any term of the attached exhibits (Exhibits A through G) conflict with this Lease Agreement, the terms of the exhibits control.

7. **USE AND POSSESSION OF LEASED PREMISES**

The Premises shall be used for general office, classroom, clinic, pharmacy and support purposes and for no other purpose without prior written consent of Lessor. Lessee shall not use the Premises for any unlawful purpose or so as to constitute a nuisance.

8. **REPAIRS AND IMPROVEMENTS**

(a) Prior to the Commencement Date, Lessor will complete renovations of the Building according to the specifications and designs for finishing and improving the Premises, which are attached hereto as Exhibit B and made a part of this Lease Agreement. Improvements to the Premises by Lessor are limited to \$2,497,080.00 (\$30 per rentable square foot). Any costs over and beyond or below \$2,497,080.00 agreed to and incurred by Lessor will be amortized over the term of this Lease Agreement at an interest rate equal to 200 basis points above the prime rate published at time of execution of this Agreement and such amortization payments to be included in monthly rental payments as additional/or less rent. Lessor shall provide Lessee with information on the cost incurred for renovations by copies of contractor and/or architect's payment forms for work completed.

All such renovations shall have a certificate of occupancy, as that term is defined in Paragraph 2 ("Term"), and the Premises ready for occupancy, as that term is defined in Paragraph 2, on or before July 1, 2002. Lessor acknowledges that failure to have the Premises ready for occupancy by the date indicated above could result in substantial damages to the Lessee.

(b) Lessor acknowledges and agrees that it will be solely responsible for all structural repairs, at no cost to the Lessee, during the term of the Lease and any renewal periods. Structural repairs and replacements are defined as repairs or replacements which include, but are not limited to, repairs or replacements to electrical wiring, heating and air conditioning systems, toilets, water, water pipes, windows, gas, plumbing, and other electrical fixtures, and the interior walls. Lessee agrees

to provide fifteen (15) days written notice to Lessor of the need for such repair. Lessor agrees to commence such repair within fourteen (14) days of receiving notice of such repair from Lessee. Lessor acknowledges that if it has not commenced repair by the end of the aforementioned 14 day period, Lessee may give notice of its intent to terminate the Lease or contract out for such repair and deduct the cost from the next rent installment. Lessee shall notify lessor in writing of any need for structural repairs and/or replacements as defined herein. Lessor agrees to complete such repair within 14 days of receiving notice of such repair from Lessee or as has been agreed upon by both parties.

(c) Lessor hereby permits and agrees, at the Lessee's option, to Lessee's making certain additional alterations and repairs in order to make the Premises operable for its stated purpose under paragraph seven above. A breakdown of said alterations and repairs is attached to this Lease Agreement as Exhibit C. Lessee shall not make any further alterations to the Premises without obtaining Lessor's prior written consent, which consent shall not be unreasonably withheld, but any and all alterations, additions or other improvements made by Lessee, with or without the consent of Lessor, regardless of how attached (except moveable trade fixtures), shall immediately become and remain the property of Lessor, without compensation therefore to Lessee, provided Lessor shall have the right to require that Lessee, prior to the termination of this Lease, or within a reasonable time thereafter, remove any or all such alterations, additions, improvements and restore the Premises to their original condition with normal wear and tear excepted.

## 9. **UTILITIES**

Lessee hereby acknowledges and agrees that it will pay for and provide electric service, gas service, water and sewer service to Premises, it being understood that lessee shall make all required deposits for meters and utility services. Lessee shall promptly pay all other utilities, as same may become due, it being understood that Lessee shall promptly make all required deposits for such utility services. Charges for the foregoing shall commence on the commencement of the Initial term of this Lease.

## 10. **SUBLEASING AND ASSIGNMENT**

Lessee may not assign its right under this Lease or sublet the whole or any part of the Premises, without the prior written consent of the Lessor, such consent will not be unreasonably withheld. Regardless of Lessor's consent, no subletting or assignment shall release Lessee or alter the primary liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder.

11. **COMPLIANCE**



Lessee hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, Officers or Boards of the City, County or State having jurisdiction over the Premises, and with all ordinances and regulations of governmental authorities wherein the Premises are located.

12. **SIGNS**

Lessee shall not, without the prior written consent of Lessor, which consent will not be unreasonably withheld, with respect to interior or exterior signs, place any signs or advertising matter or material on the exterior or interior of the building. Should Lessor approve any sign, Lessee hereby agrees to remove any signage at the termination of this Lease, and repair any damage caused by the removal of this signage.

13. **QUIET ENJOYMENT AND COVENANT OF TITLE**

Lessor covenants, warrants and represents that it has full right and power to execute this Lease and to grant the estate demised herein, and that Lessee upon payment of the rents herein reserved, and performing the terms, conditions and covenants herein contained, shall peacefully and quietly have, hold, and enjoy the Premises during the full term of this Lease, and any extension therefor.

14. **LESSOR'S SERVICES**

Lessor shall furnish the following services to Lessee at Lessor's own cost and expense, all of which shall be adequate for the intended use of the Premises and in conformity with that furnished in local first class buildings similar in nature.

- (a) Elevator services during normal business hours of each business day, and at least one elevator on a 24 hour 7 days a week basis.
- (b) Access to and use of restrooms for each sex, as required by building or occupancy codes, as well as the maintenance of these restrooms and all soap, paper towels and two-ply tissues necessary for efficient use of such rooms. A baby changing station shall be installed in at least one men's and ladies' public restroom.
- (c) Lessor shall provide janitorial service, which includes but is not limited to, refuse removal, janitorial supplies and window washing for the Premises and common areas and restrooms in the building and those provisions as stated in Exhibit F which is hereby incorporated into and made a part of this Lease Agreement.

- (d) Lessor shall provide ventilation as well as heating and air conditioning during the appropriate seasons at levels similar to those maintained in like properties.

- (e) Lessor shall maintain in proper working order all air conditioning equipment, including but not limited to air handling equipment, filter systems and duct work, to minimize airborne contaminants including, but not limited, dust and other such impurities that either directly or indirectly impact the quality of air in the Premises.
- (f) Lessor shall provide hot and cold water and plumbing as is required for drinking, cleaning and restroom purposes.
- (g) Lessor shall provide sufficient electricity and electrical components receptacles to support general office, clinic, pharmacy, classrooms and support areas to include but not be limited to the following equipment needs: personal computers and associated printer equipment, telecommunications equipment, facsimile equipment and photocopiers. Classrooms are to be furnished with three (3) receptacles adjacent to one another for computers, as delineated on Exhibit B. The Lessor will provide Lessee or the State of Virginia or their agents with access to telecommunications closets and other areas sufficient to install local are computer network equipment to be provided at a later date by the State of Virginia.
- (h) Lessor shall provide adequate levels of illumination within all rooms/spaces, and in particular those designated for office and classroom use. The average illumination level for general offices and the meeting room will be 50 foot candles and for classrooms 75 foot candles.
- (i) Lessor shall provide for exterior maintenance to the Premises including, but not limited to, landscape maintenance, and structural repairs including roof repairs.

The Lessor shall not be liable for the interruption of any of the above mentioned services caused by breakdown, maintenance, renewals, improvements, strikes, lockouts, inability of Lessor to procure such services or to obtain fuel or supplies or other cause or causes beyond the reasonable control of the Lessor. Any interruption of services shall not be deemed an eviction or disturbance of the Lessee's use and

possession of the Premises or any part thereof, or render the Lessor liable to the Lessee for damages, or relieve the Lessee from performance of the Lessee's obligation under this Lease, unless said interruption is a result of negligence by Lessor. Lessor shall be obligated to use its best efforts to restore the interrupted services within a reasonable time after notification.

15. **CARE OF PREMISES**

Lessee agrees to take good care of the premises, fixtures, and appurtenances and suffer no waste or injury thereto, and that it will pay for all repairs to the Premises, fixtures and appurtenances necessitated by the fault of Lessee, its employees, agents, customers or guests.

16. **DAMAGE TO PREMISES**

If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Lessor shall promptly at its own expense cause such damage to be repaired. If by reason of such occurrence the Premises shall be rendered untenable only in part, Lessor shall promptly at its own expense cause the damage to be repaired, and the rent meanwhile shall be abated proportionately to the portion of the Premises rendered untenable. If by reasons of such occurrence the Premises shall be rendered wholly untenable, Lessor shall promptly at its own expense cause such damage to be repaired, and the rent meanwhile shall be abated in whole, unless within sixty (60) days after said occurrence Lessor shall give Lessee written notice that it has elected not to reconstruct the destroyed Premises, in which event this Lease and the tenancy hereby created shall cease as of the date of said occurrence and the rent shall be adjusted as of such date. Lessor shall not be required to repair or replace any property which the Lessee may be entitled to remove from the Premises. No damages, compensation or claims shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of the Premises or of the building of which the Premises form a part. All rent paid in advance shall be apportioned in accordance with the foregoing provisions as of the date of such damage; however, if the damage results wholly from the fault of the Lessee, its agents, contractors, employees or invitees, Lessee shall not be entitled to termination or any abatement or reduction in rent.

17. **INSURANCE**

Lessee shall at all times during the term of this Lease or any renewal thereof carry with an approved insurance carrier licensed to operate in this State, public liability insurance, naming Lessor as co-insureds, with limits of liability of not less than \$1,000,000.00 with respect to personal injury and \$500,000.00 with respect to property damage. In lieu of the insurance required by this provision, Lessor reserves the right to review and approve any proposed self insurance program, in order to confirm that Lessee is adequately protected, which approval shall not be unreasonably withheld. Certificates of such insurance or evidence of self-insurance shall be furnished to Lessor upon request. Lessor currently has and agrees to maintain during the term of this Lease Fire and Extended Insurance coverage on the building containing the Premises with insurance company licensed to do business in Virginia in at least the amount of the replacement value of said building. Lessee shall notify Lessor promptly of any accident or loss in the Premises or in the building of which the Premises form a part or of any defects therein or in the equipment and fixtures thereof which Lessee has knowledge.

18. **INSPECTION OF PREMISES**

The Lessor or Lessor's agent shall have free access during normal business hours to the Premises for the purpose of inspection and for the maintenance and making of repairs. To maintain the security of the Premises and to protect confidential matters, Lessor acknowledges that Lessee may accompany Lessor or Lessor's agent during such an inspection, and because of the aforementioned reasons, certain areas of the Premises may not be shown. Lessor shall have the right to show space to prospective tenants during the last three months of the original term, or any extensions or renewals thereof subject to the restrictions above. Lessor shall have the right to place "For Rent" or "For Sale" signs in conspicuous places on the Premises and to otherwise advertise the Premises for rent and/or for sale, in addition to the right to carry out inspections as set forth herein.

19. **SUBORDINATION**

This Lease is subject and subordinate to all security liens, mortgages and deeds of trust which may now or hereafter affect the Premises or the building in which the Premises is situated, or the real property upon which said building is located, and to all renewals, modifications, consolidations, replacements and extensions thereof. The Lessee shall execute promptly any certificate or other form of instrument in confirmation of such subordination that Lessor may request. So long as the Lessee hereunder shall pay the rent reserved and comply with, abide by and discharge the terms, condition, covenants and obligations on its part, to be kept and performed herein and shall attorn to any successor in title, notwithstanding the foregoing, the peaceable possession of the Lessee in and to the Premises for the term of this Lease, shall not be disturbed, in the event of the foreclosure any such mortgage or deed of trust, by the purchaser at

such foreclosure sale or such purchaser's successor in title. Lessor agrees to waive its "Landlord Lien" on Lessee's personal property in favor of prior interest held by lien holders in said personal property.

20. **CONDEMNATION**

If the whole or any part of the Premises or all means of access thereto shall be condemned or sold under threat of condemnation, this Lease shall terminate and Lessee shall have no claim against Lessor or to any portion of the award in condemnation for the value of any unexpired term of this Lease, except for any of Lessee's property taken (other than Lessee's leasehold interest in the Premises). In the event of a temporary taking, this Lease shall terminate.

21. **DEFAULT**

In the event the Lessee shall default in the payment of rent or any other sums payable by the Lessee herein, and such default shall continue for a period of ten (10) days, or if the Lessee shall default in the performance of any other covenants or agreements of this Lease and such default shall continue for thirty (30) days after written notice therefore, or if the Lessee should become bankrupt or insolvent or any debtor proceedings be taken by or against the Lessee then and in addition to any and all other legal remedies and rights, the Lessor may declare the entire balance of the rent for the remainder of the term to be due and payable and may collect the same by distress or otherwise, or the Lessor may terminate this Lease and retake possession of the Premises, or enter the Premises and relet the same without termination, in which later event the Lessee covenants and agrees to pay any deficiency after Lessee is credited with the rent thereby obtained less all repairs and expenses (including the expenses of obtaining possession).

The Lessee also covenants and agrees to pay reasonable attorney's fees and costs and expenses of the Lessor, including court costs, if the Lessor employs an attorney to collect rent or enforce other rights of the Lessor herein in the event of any breach as aforesaid and the same shall be payable regardless of whether collection or enforcement is affected by suit or otherwise.

22. **HOLDING OVER**

If Lessee elects to terminate this Lease after the initial term or after any extensions and/or renewals, ninety (90) days written notice must be received by Lessor prior to the expiration of the lease term. Lessee shall, on the last day of the original term or renewal or any extension thereof or upon sooner termination of this Lease, peacefully and quietly surrender the premises to Lessor, broom-cleaned and in as good condition and repair as the Premises were at the commencement of the original term, reasonable wear and tear excepted. If ninety (90) days written notice is not received and Lessor and Lessee have not formally agreed to an extended term, Lessee will be considered as holding over the Premises and construed as a tenancy from month-to-month.



Such month to month tenancy shall be upon the same terms and subject to the same conditions as those set forth in the provision of this Lease. However, if Lessor gives Lessee written notice at least ten (10) days before the end of any calendar month during such month to month tenancy that terms and conditions (including any thereof relating to the amount and payment of rent) shall be modified in any manner as specified in such notice, then such tenancy shall, after the month so specified, be upon such terms and conditions as so modified.

23. **SURRENDER OF PREMISES**

Lessee will surrender the Premises, at the expiration or sooner termination of the lease term, broom cleaned, with all rubbish removed, free of subtenancies, in as good condition as Lessee obtained the same at the commencement of the term, reasonable wear and tear excepted. Lessee will deliver all keys to Lessor or Lessor's agent.

24. **RULES AND REGULATIONS**

The rules and regulations printed and attached to this Lease as Exhibit G which is hereby incorporated and made part of this Lease. Lessee, its servants and agents, will perform any and abide by said rules and regulations, and any amendments or additions to said rules and regulations as may be made from time to time by Lessor.

25. **MUTUAL WAIVER OF SUBROGATION**

Lessee and Lessor hereby release each other, to the extent of their respective insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the other party or its agents, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as such parties' respective insurance policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right of such party to recover thereunder. Each party agrees that its fire and other casualty insurance policies will include such a clause.

26. **NOTICES**

Any notices required to be served in accordance with the terms of this Lease shall be in writing and served by registered or certified mail, or delivered in person and duly acknowledged, as follows:

To Lessee:     Director of General Services  
                    215 Church Avenue  
                    Room 353  
                    Roanoke, VA 24011  
                    (w/copy to David L. Collins, Assistant City Attorney, 464 Municipal Building 215  
                    Church Avenue, S.W. Roanoke, VA 24011)

To Lessor:     Calvin Powers

P.O. Box 20487  
Roanoke, VA 24022  
(w/ copy to David C. Helsher, Esq., P.O. Box 20487 Roanoke, VA 24018)

Either party may at any time designate by written notice to the other change in the above address or addresses. All notices, demands and requests which shall be served by registered or certified mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States registered or certified mail as aforesaid in any Post Office or Branch Post Office regularly maintained by the United States Government.

27. **SUCCESSORS AND ASSIGNS**

The Lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto.

28. **AUTHORITY**

The persons executing this Lease hereby covenants, represents and warrants that they are duly authorized to sign and execute this Lease.

29. **WAIVERS**

The waiver by either party of any breach of any terms or provision herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term of provision hereof.

30. **LEASING AGENT**

All parties acknowledge that the Leasing agent, Sawyer Properties, Inc., has a contractual relationship with both Lessor and Lessee as contained herein and defined by previous correspondence. Agent is required by law and the Realtor's Code of Ethics to treat all parties honestly and fairly. This provision shall apply in full to any successor of Sawyer Properties.

In all acts done or suffered by the Agent for Lessor and/or Lessee concerning the Premises, Lessor agrees to indemnify and save Agent harmless from all fines, judgments, suits, claims, demands and actions of any kind (including any costs and attorney's fees) and from liability for injury, suffered by an employee or contractor engaged by Agent for the benefit for Lessor and/or Lessee.

31. **ENVIRONMENTAL**



Lessor represents that it has no knowledge of the presence of non-encapsulated friable asbestos or other hazardous materials in the building or the Premises. Should non-encapsulated friable asbestos or other hazardous materials be discovered in the building or Premises, Lessee may immediately terminate this Lease. Lessor further agrees to provide Lessee with certification from a licensed specialist that the Premises is free of asbestos and other hazardous materials.

32. **ACCESSIBILITY BY THE HANDICAPPED**

Prior to the commencement of the initial term and occupation by Lessee, Lessor shall ensure that the minimum requirements of the Virginia Uniform Statewide Building Code pertaining to access by physically handicapped and aged persons have been met. The Lessee shall have no responsibility for making any changes to the building required to make it handicapped accessible. Any such cost shall be borne exclusively by the Lessor. As hereinafter used, the term "the standards" shall mean and incorporate those current standards issued or promulgated by the American National Standards Institute, entitled "American National Standard Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People," and the term "accessible" shall mean accessible to physically handicapped and aged individuals in accordance with the standards. The minimum requirements are:

- (a) An accessible entrance to the building shall comply with the standards.
- (b) At least one accessible route (corridors and doors) within the Premises shall comply with the standards.
- (c) If support areas within the building (e.g., breakroom) are used by Lessee, its employees or the public, such areas shall be accessible.
- (d) If Lessee occupies floors other than the main floor of access to the building, at least one accessible elevator shall be provided.
- (e) Accessible public rest rooms for each sex shall be provided, preferably on all floors. As a minimum, accessible rest rooms shall be provided on the ground floor or the floor occupied by Lessee if the building is four stories or less in height. If Lessee occupies an area above the fourth floor, accessible public rest rooms for each sex shall be provided on the floor occupied by Lessee. If Lessee occupies more than one floor, at least one

accessible public rest room for each sex shall be provided on at least every fourth floor occupied by Lessee.

- (f) All corridors, doors and spaces in or about the Premises and used by the public or employees of Lessee shall be accessible.
- (g) Directional signs complying with the standards shall be provided directing the public to the Premises occupied by Lessee.
- (h) Where the foregoing standards for handicapped access conflict with applicable local ordinances, rules, or regulations setting forth standards for handicapped access, the more restrictive of the two shall govern.

33. **TERMINATION IN EVENT OF NONAPPROPRIATION**

Notwithstanding any other provision of this Lease, Lessee shall have the right to terminate this Lease without penalty or further obligation in the event the federal, state, or municipal government does not appropriate the funds necessary for this lease. Lessee shall give thirty (30) days notice of such nonappropriation.

34. **INVALIDITY OF PARTICULAR PROVISIONS**

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

35. **ENTIRE AGREEMENT**

This Lease, together with any exhibits attached hereto, contains and embodies the entire agreement of the parties hereto, and representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease and exhibits, shall not be of any force or effect. This Lease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year first above written.

Lessor:

**BLUE EAGLE  
PARTNERSHIP, INC.**

WITNESS:

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_



Lessee:

**CITY OF ROANOKE**

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary F. Parker, City Clerk

APPROVED AS TO FUNDS  
AVAILABLE

APPROVED AS TO FORM

\_\_\_\_\_  
Director of Finance

Account No. \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

APPROVED AS TO EXECUTION

\_\_\_\_\_  
Assistant City Attorney

**EXHIBIT A**

## **EXHIBIT B**

Lessor hereby acknowledges and agrees that it will perform all necessary demolition work and construction to accomplish the creation of an entrance into the northeastern wall of the Premises, as shown in Exhibit A, which will open into the entrance of the warehouse adjacent to the Premises.

## **EXHIBIT C**

Lessor acknowledges and agrees that in order to make the Premises operable as a Community Police Facility as stated in paragraph five of the Lease Agreement, Lessee will, at its option, make certain repairs and alterations. These repairs and alterations presently include, but are not limited to, the following provisions and services: design and construction of an additional restroom, installation of a Fire Door into the corridor between the Premises and the adjacent Carpet Shop, replacement of one overhead hinged door with another overhead hinged door, construction of partition wall for meeting area in front room, Formica shelving, back room partition, two doors, frames and hardware, insulation, moving of heating unit, painting existing walls, window vertical blinds, carpet for back room and installation, eight telephone stations and front room carpet cleaning.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the City Manager to enter into a lease agreement with Blue Eagle Partnership, for the lease of space at 1502 Williamson Road, for use by the City of Roanoke, upon certain terms and conditions.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager and the City Clerk are authorized to execute and attest, respectively, in form approved by the City Attorney, an appropriate lease agreement with Blue Eagle Partnership for the lease of approximately 83,236 more or less square feet of space distributed on both floors of the building located at 1502 Williamson Road, for use as office and clinic space by the Human Services Agencies; such lease shall be for a term beginning July 1, 2002, or the date that the premises are ready for occupancy, until June 30, 2022, at a rate of \$92,045.15 per month; and shall be upon the terms and conditions as more particularly described in the report to this Council dated August 6, 2001.

ATTEST:

City Clerk.

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable W. Alvin Hudson, Council Member  
Honorable William D. Bestpitch, Council Member  
Honorable William White, Sr., Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Amendment  
No. 1 to "McCray Court  
Senior Living" Subgrant  
Agreement

Background:

Historically, the NNEO has received Community Development Block Grant (CDBG) funds from the City to conduct housing and other community development projects in the Gilmer neighborhood. The original agreement for the NNEO "McCray Court Senior Living" project was executed September 26, 2000, and provided \$300,000 in CDBG funds. On May 7, 2001, City Council authorized funding for continued architectural and engineering and construction costs associated with the "McCray Court Senior Living" project by Resolution No. 35319-050701, which approved the submission of the City's Annual Update to the Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD). On June 18, 2001, City Council accepted the 2001-2002 CDBG funds for Ordinance No. 35406-070201 and Resolution No. 35407-061801.

Considerations:

An amendment to the Agreement with NNEO is necessary in order to provide the additional funding for NNEO to continue to develop the McCray Court Senior Living project. Funding is

available in Account No. 035-G02-0237-5297 in the amount of \$277,750.

Recommended Action:

Authorize the City Manager to execute Amendment No. 1 to “McCray Court Senior Living” Subgrant Agreement with NNEO, similar in form and content to the draft attached to this report.

Respectfully submitted,

Darlene L. Burcham  
City Manager

Attachment

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance  
Vickie S. Tregubov, Budget/Management Analyst

CM01-00152

**Amendment No. 1 to  
2000-2001 Contract for Services**

THIS AMENDMENT, entered into this \_\_\_\_\_ day of July 2001 by and between the CITY OF ROANOKE (Grantee) and the NORTHWEST NEIGHBORHOOD ENVIRONMENTAL ORGANIZATION, INC. (Subgrantee).

WHEREAS, the Grantee and the Subgrantee have, by a Contract for Services under the Community Development Block Grant (CDBG) program, dated Septmeber 26, 2000 (AAgreement@), contracted for the provision of certain services by the Subgrantee to construct the community services building component of a 66 unit senior rental complex in relation to the McCray Court Senior Living program; and

WHEREAS, the Grantee has been authorized by its City Council pursuant to Resolution No. 35319-050701, adopted May 7, 2001, to provide Two Hundred Seventy Seven Thousand Seven Hundred Fifty Dollars and 00/100 (\$277,750) towards the continued architectural and engineering and construction costs associated with the community services building component of a 66-unit senior rental complex allowing for consistency with the Scope of Services of the McCray Court Senior Living Program Agreement; and

WHEREAS, by Resolution No. 35407-061801, Roanoke City Council approved the 2001-02 Community Development Block Grant (CDBG) program and, by Ordinance No. 35406-070201, appropriated funds thereto.

NOW, THEREFORE, the Grantee and Subgrantee do mutually agree to amend:

Part I, Section 2, shall read as follows:

2. TIME OF PERFORMANCE:

This Agreement shall be for the period of July 1, 2001 through June 30, 2002.

Part I, Section 3, shall read as follows:

3. BUDGET:

The total amount of CDBG funds used for this project shall not exceed \$577,750.00. At the sole discretion of the Grantee, any funds remaining unexpended as of the end date of this Agreement may be de-obligated from this Agreement and made available for other CDBG projects, as appropriate. The award of funds for this project shall not



be construed to commit the Grantee to award other funding to this or any other project of the Subgrantee.

This Agreement shall remain unchanged in all other terms and provisions.

IN WITNESS WHEREOF, the Grantee and Subgrantee have executed this amendment as of the date first written above.

ATTEST:

CITY OF ROANOKE:

By \_\_\_\_\_

Mary F. Parker, City Clerk

By

\_\_\_\_\_  
Darlene L. Burcham, City Manager

SUBGRANTEE:

B y     - - - - -

By     \_\_\_\_\_

Witness

Lesniak, Executive Director

James

APPROVED AS TO CDBG ELIGIBILITY

APPROVED AS TO FORM

\_\_\_\_\_  
Department of Management and Budget

\_\_\_\_\_  
Assistant City Attorney

APPROVED AS TO EXECUTION

APPROPRIATION AND  
FUNDS REQUIRED FOR THIS  
CONTRACT CERTIFIED

---

Assistant City Attorney

---

Director of Finance  
D a t e :

\$300,300.00

---

Account No. 035-G01-0137-5297

\$277,750.00

035-G02-0237-5297

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the execution of Amendment No. 1 to a Subgrant Agreement between the City and Northwest Neighborhood Environmental Organization, dated September 26, 2000, for funding to develop the McCray Court Senior Living Project.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk, are hereby authorized, for and on behalf of the City, to execute and attest, respectively, Amendment No. 1 to the Subgrant Agreement with the Northwest Neighborhood Environmental Organization, dated September 26, 2000, for additional funding to develop the McCray Court Senior Living Project within the limits of funds as more particularly set out in the report to this Council dated July 16, 2001.

2. The amendment shall be approved as to form by the City Attorney.

ATTEST:

City Clerk.

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Jr., Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Purchase of Highway Deicing Salt  
Bid No. 01-06-85

Background:

Highway deicing salt is used for snow and ice removal on City streets. The Streets and Traffic Division, through its Snow and Ice Removal account, will purchase the necessary deicing salt to have on hand and available for use as needed to address inclement weather problems.

Considerations:

Bids were requested after due and proper advertisement. Four (4) bids were received and evaluated in a consistent manner. The lowest bid, submitted by Cargill, Inc., Salt Division, of North Olmsted, Ohio, was submitted at a cost of \$37.75 per ton for the purchase of 2,700 tons of deicing salt. The cost last year was \$44.90 per ton. Funding is available in account 001-530-4140-2045.

Recommended Action:

Authorize the issuance of a purchase order for 2,700 tons of highway deicing salt from Cargill, Inc., Salt Division, for a cost of \$37.75 per ton.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB: bdf

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance  
Barry L. Key, Director of OMB  
Robert K. Bengtson, Director of Public Works  
Robert L. White, Manager, Purchasing

CM01-00156

**ATTACHMENT A**

**HIGHWAY DEICING SALT  
BID NO. 01-06-85**

VENDOR	PRICE PER TON	EXTENDED COST
Cargill, Inc. Salt Division	\$37.75	\$101,925.00
International Salt Co., LLC	\$53.75	\$145,125.00
Morton Salt	\$54.90	\$148,230.00
IMC Salt, Inc.	\$60.00	\$162,000.00

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION accepting the bid of Cargill, Inc., Salt Division, for deicing salt, upon certain terms and conditions, and awarding a contract therefor; authorizing the proper City officials to issue the requisite purchase order; and rejecting all other bids made to the City for the work.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The bid of Cargill, Inc., Salt Division, in the amount of \$37.75 per ton for the purchase of 2,700 tons of deicing salt for a total cost of \$101,925.00, as more particularly set forth in the City Manager's letter dated August 6, 2001, to this Council, such bid being the lowest responsible bid made to the City for the deicing salt, and on file in the Purchasing Department, be and is hereby ACCEPTED.
2. The City's Manager of the Purchasing Department is hereby authorized and directed to issue the requisite purchase order for the deicing salt, incorporating into said order the City's specifications, the terms of said bidder's proposal and the terms and provisions of this resolution.
3. Any and all other bids made to the City for the deicing salt are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express to each the City's appreciation for such bid.

ATTEST:

City Clerk.

August 6, 2001

The Honorable Ralph K. Smith, Mayor  
The Honorable William Carder, Vice-Mayor  
The Honorable William Bestpitch, Council Member  
The Honorable Nelson Harris, Council Member  
The Honorable Alvin Hudson, Council Member  
The Honorable William White, Council Member  
The Honorable Linda Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: City Market Management  
Agreement

The City Market continues to be an asset to the City of Roanoke. For several years the City of Roanoke has contracted with Downtown Roanoke, Inc. (DRI) to manage the curbage spaces in the City Market. A new Agreement has been drafted to allow DRI to continue to manage those spaces, but allows DRI to retain the monies collected from the vendors as compensation for DRI's services, and to provide for marketing, advertising and coordination with the market Association. City Council shall continue to approve any license fee modifications. The current Fee Compendium establishes the fees. These fees are under review and may need to be modified in the future to address increased expenditures in the operation of the spaces. The attached Agreement is for a one year term with up to four one year extensions upon mutual agreement of the parties. Exhibit A to the Agreement sets forth the current rates for use of the spaces. The Agreement also provides that the City Manager can designate a portion of the curbage fees for promotion of the Farmer's Market.

Recommendation:

Authorize the City Manager to execute an Agreement for the above services between the City of Roanoke and DRI for a period of one year, from September 1, 2001, through August 31, 2002, with up to four one year extensions upon mutual agreement of the parties, that is substantially similar to the one attached hereto, such Agreement to be approved as to form by the City Attorney; confirm the current rates for use of such spaces; amending the Fee Compendium; and authorize the City Manager to periodically



designate a portion of the curbage fees to be used for promotion of the City Market and to take such further action that is necessary to implement such Agreement. Approve the attached budget ordinance to eliminate the City Market Cost Center, reduce revenue estimate related to market rents and transfer remaining utility expenses to other operating budgets.

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB:ean

Attachment

c: James D. Grisso, Director of Finance  
William M. Hackworth, City Attorney  
Mary F. Parker, City Clerk  
Beth Neu, Director of Economic Development  
Matt Kennell, President, DRI

CM01-00157

## **MANAGEMENT AGREEMENT**

This Management Agreement (Agreement@), is dated September 1, 2001, by and between Downtown Roanoke, Inc. (DRI@) and the City of Roanoke, Virginia (ACity@).

### **WITNESSETH:**

WHEREAS, DRI proposes to manage, in an efficient and commercially reasonable manner, as the City's agent, the Roanoke City Market Curbage spaces in consideration of certain terms set forth below; and

WHEREAS, it is the intent of the parties by this Agreement to encourage commerce and facilitate the doing of business by farmers and merchants on the City Market (also known as the Farmers Market).

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and of the mutual covenants contained in this Agreement, the parties agree as follows:

### **SECTION 1. RETENTION OF DRI.**

City hires DRI to manage as its agent those properties lying in the City of Roanoke, Virginia and designated on Exhibit AA@attached hereto and made a part hereof, known as the Roanoke City Market Curbage spaces (ACurbage spaces@). DRI shall, as the City's agent, license and manage the Curbage spaces. As part of DRI's management duties under this Agreement, DRI will collect all monies from the license of any Curbage spaces (those spaces along the curb of the street as designated on Exhibit A). DRI will deposit all such monies intact in a local bank account. The approved fees or rates to be charged for Curbage spaces will be periodically designated by City Council, the current rates being set forth on Exhibit A. The form of any license used by DRI will be subject to approval by the City Manager or her designee. DRI shall make all disbursements by check for its Management and City Market promotional fees out of this account. Management fees are those fees as provided for in Section 5 of this Agreement. Promotional fees are the portion of the Curbage fees periodically designated by the City Manager to be used for promotion of the City Market.

### **SECTION 2. FINANCIAL REPORT.**

DRI shall provide an annual financial report to the City of Roanoke Economic Development Director and Director of Finance.

### **SECTION 3. UTILITY AND MAINTENANCE EXPENSES.**

The City shall be responsible for all utility, maintenance and capital improvement expenses the City deems reasonably necessary to maintain the City Market in its current condition.

### **SECTION 4. TERM.**

The term of this Agreement shall be for a period of one (1) year, from September 1, 2001, through August 31, 2002, at which time it will terminate, unless extended by mutual agreement of the parties. Upon mutual agreement of the parties, this Agreement may be extended for up to four (4) successive one(1) year periods upon such terms as may be mutually agreed upon in writing by the parties at least thirty (30) days prior to the expiration of the initial one (1) year term or any subsequent extension thereof. The above terms in this section notwithstanding, either party has the right to terminate this Agreement at any time upon thirty days written notice to the other. Notice to DRI shall be by certified mail to President of Downtown Roanoke, Inc., 213 Market Street, S.E., Roanoke, Virginia 24011. Notice to the City shall be by certified mail to the City Manager, 364 Municipal Building, 215 Church Avenue, S.W., Roanoke, Virginia 24011, and to the Director, Roanoke City Department of Economic Development, 111 Franklin Plaza, Suite 200, Roanoke, Virginia 24011.

### **SECTION 5. MANAGEMENT FEES.**

Compensation to DRI under this Agreement shall consist only of the approved Curbage fees which DRI collects less the promotional fees referred to in Section 1. DRI shall retain such monies as DRI's Management Fees.

### **SECTION 6. BOND.**

Any of DRI's employees acting under this Agreement shall enter into a bond with corporate surety in the amount of \$20,000.00, on the condition of DRI's and its employees' faithful performance under this Agreement.

### **SECTION 7. DRI PERSONNEL.**

DRI will advise the Director of Economic Development of the name of the person or persons performing services for DRI pursuant to this Agreement.

### **SECTION 8. RECORDS.**

All of DRI's records bearing on activities connected in any way to this Agreement shall be open for inspection and/or copying during normal business hours by the City's Municipal Auditor or other City representatives.

#### **SECTION 9. REPAIR REQUESTS.**

DRI may make routine repair requests to the City.

#### **SECTION 10. DRI OFFICE STAFFING.**

DRI shall staff its office Monday ~~B~~ Friday, 8:00 AM ~~B~~ 5:00 PM. DRI shall also provide, as needed, a Market Clerk on Saturday from 7:30 AM ~~B~~ 10:30 AM. Furthermore, DRI will designate a DRI staff person to be in charge of its undertakings pursuant to this Agreement.

#### **SECTION 11. DRI-S AUTHORITY.**

City authorizes DRI to perform the following acts on City's behalf under this Agreement:

- A. To enter into licenses for Curbage spaces at such rates as are periodically designated by City Council;
- B. With the prior written approval of the City Manager or her designee, to enter into monthly licenses of City Market Curbage space at such rates as are periodically designated by City Council; and
- C. Such other managerial acts, not inconsistent herewith, that are necessary to effectuate the purposes of this Agreement.

#### **SECTION 12. INDEMNITY PROVISION.**

DRI agrees and binds itself and its successors and assigns to indemnify, keep and hold the City and its officers, employees, agents, volunteers and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of DRI including: (a) DRI's use of the streets or sidewalks of the City; (b) performance under this Agreement; (c) the exercise of any right or privilege granted by or under this Agreement; or (d) the failure, refusal or neglect of DRI to perform any duty imposed upon or assumed by DRI by or under this Agreement. In the event that any suit or proceeding shall be

brought against the City or any of its officers, employees, agents, volunteers or representatives at law or in equity, either independently or jointly with DRI on account thereof, DRI, upon notice given to it by the City or any of the City's officers, employees, agents, volunteers or representatives, will pay all costs of defending the City or any of the City's officers, employees, agents, volunteers or representatives in any such action or other proceeding. In the event of any settlement or any final judgment being awarded against the City or any of its officers, employees, agents, volunteers or representatives, either independently or jointly with DRI, then DRI will pay such settlement or judgment in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City or any of the City's officers, employees, agents, volunteers or representatives harmless therefrom.

### **SECTION 13 INSURANCE REQUIREMENTS.**

A. DRI shall, at its sole expense, obtain and maintain during the life of this Agreement the insurance policies and bonds required by this Section. Any required insurance policies and bonds shall be effective prior to the beginning of any work or other performance under this Agreement. The following policies and coverages are required:

(1) Commercial General Liability. Commercial General Liability insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of DRI's performance under this Agreement. The minimum limits of liability for this coverage shall be \$1,000,000 combined signal limit for any one occurrence.

(2) Workers= Compensation. Workers= Compensation insurance covering DRI's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Agreement. Minimum limits of liability for Employer's Liability shall be \$100,000.00 bodily injury by accident each occurrence; \$500,000.00 bodily injury by disease (policy limit); and \$100,000.00 bodily injury by disease (each employee). With respect to Workers= Compensation coverage, the DRI's insurance company shall waive rights of subrogation against the City, its officers, employees, agents, volunteers and representatives.

(3) Automobile Liability. The minimum limit of liability for Automobile Liability Insurance shall be \$1,000,000.00 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

B. Umbrella Coverage. The insurance coverages and amounts set forth in the

preceding subsections of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000.00. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by the preceding subsections, and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by DRI to the City.

C. Evidence of Insurance. All insurance shall meet the following requirements:

(1) Prior to, or contemporaneously herewith, the execution of this Agreement, DRI shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration or the policies. Certificates of insurance shall include any insurance deductibles.

(2) The required certificate or certificates of insurance shall include substantially the following statement: The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been received by the Risk Management officer for the City of Roanoke.®

(3) The required certificate or certificates of insurance shall name the City of Roanoke, its officers, employees, agents, volunteers and representatives as additional insureds and shall provide for a policy endorsement if required by the insurance company.

(4) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

(5) Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.

#### **SECTION 14. PRIOR AGREEMENTS.**

Execution of this Agreement shall revoke and terminate any prior Agreement between DRI and the City pertaining to the same subject matter.

#### **SECTION 15. COMPLIANCE WITH LAWS.**

Both parties agree to comply with all applicable federal, state, and local laws and regulations.

#### **SECTION 16. COOPERATION.**

Each party agrees to cooperate with the other in executing any documents necessary to carry out the intent and purpose of this Agreement.

#### **SECTION 17. SEVERABILITY.**

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties intend that the remaining provisions of this Agreement be enforced to the fullest extent permitted by applicable law.

#### **SECTION 18. AUTHORITY TO SIGN.**

The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their representative capacities as indicated.

#### **SECTION 19. COUNTERPART COPIES.**

This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

#### **SECTION 20. SUCCESSORS.**

The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

#### **SECTION 21. ASSIGNMENT.**

DRI agrees not to assign or transfer any part of this Agreement without the prior written consent of the City, and any such assignment will not relieve DRI from any of its obligations under this Agreement.

#### **SECTION 22. FORUM SECTION AND CHOICE OF LAW.**

By virtue of entering into this Agreement, DRI agrees and submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia.

### **SECTION 23. NONWAIVER.**

Each party agrees that any party's waiver or failure to enforce or require performance of any term or condition of this Agreement or any party's waiver of any particular breach of this Agreement by any other party extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Agreement or a waiver of any other breaches of the Agreement by any party and does not bar the nondefaulting party from requiring the defaulting party to comply with all the terms and conditions of this Agreement and does not bar the nondefaulting party from asserting any and all rights and/or remedies it has or might have against the defaulting party under this Agreement or by law.

### **SECTION 24. CAPTIONS AND HEADINGS.**

The section captions and headings are for convenience and reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

### **SECTION 25. NONDISCRIMINATION.**

A. During the performance of this Agreement, DRI agrees as follows:

i. DRI will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation

of DRI. DRI agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. DRI in all solicitations or advertisements for employees placed by or on behalf of DRI will state that DRI is an equal opportunity employer.

iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. DRI will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon



each subcontractor or vendor.

#### **SECTION 26. DRUG-FREE WORKPLACE.**

A. During the performance of this Agreement, DRI agrees to (i) provide a drug-free workplace for DRI employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of DRI that DRI maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract or Agreement.

#### **SECTION 27. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements between the parties. No amendment to this Agreement will be valid unless made in writing and signed by the appropriate parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives.

ATTEST:  
INC.

DOWNTOWN ROANOKE,

\_\_\_\_\_  
By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
\_\_\_\_\_  
ent

(Type in  
Name)

ATTEST:  
VIRGINIA

CITY OF ROANOKE,

\_\_\_\_\_  
Mary F. Parker, City Clerk

By \_\_\_\_\_

Darlene L.  
Burcham, City Manager

Approved as to Form:

Approved as to Execution:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Assistant City

Attorney

Appropriation and Funds Required for  
this Contract Certified

---

Director of Finance

---

Date

---

Acct. #

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the execution of a Management Agreement between the City of Roanoke, Virginia, and Downtown Roanoke, Inc., (DRI) that will authorize DRI to act as the City's agent to manage and license curbage spaces in the Roanoke City Market; confirming the current rates for the use of such curbage spaces; directing an amendment of the Fee Compendium; and authorizing the City Manager to designate a portion of the curbage fees to be used for promotion of the City Market and to take such further action as is necessary to implement and administer the terms of such Agreement.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City Manager and the City Clerk are authorized to execute and attest, respectively, a Management Agreement between the City and DRI for a term of one year commencing on September 1, 2001, and ending on August 31, 2002, but upon mutual agreement of the parties, the Agreement may be extended for up to four successive one year periods, and which will provide that DRI will undertake such activities in the City Market as set forth in the City Manager's letter to this Council dated August 6, 2001, and as required by the terms of the Agreement attached thereto.
2. City Council hereby confirms the current rates for use of the curbage spaces mentioned above, such rates being set forth in Exhibit A to the Agreement.
3. The Fee Compendium of the City, maintained by the Director of Finance and authorized and approved by the City Council by Resolution No. 32412-032795,

adopted March 27, 1995, effective as of that date, shall be amended to reflect the rates for the use of curbage spaces in the City Market as set forth in Exhibit A to the Agreement attached to the City Manager's letter of August 6, 2001.

4. The Agreement shall be substantially similar to the one that is attached to the above mentioned City Manager's letter and shall be approved as to form by the City Attorney.

5. The City Manager is authorized to designate a portion of the curbage fees to be used for promotion of the City Market and to take such further action as may be necessary to implement and administer the terms of such Agreement.

ATTEST:

City Clerk.

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Jr., Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of Council:

Subject: Regional  
Hazardous Materials Response  
Team Grant

Background:

Since July 1, 1986, the city has been under contract with the Virginia Department of Emergency Management (VDEM) to respond to Level III hazardous materials incidents in a regional concept involving firefighters/ems from the cities of Roanoke and Salem. On July 19, 2000, City Council authorized the City Manager to renew its agreement to participate in a Level III Regional Response Team. This agreement is renegotiated bi-annually in order to keep funding and reimbursement needs current.

Roanoke benefits from this contract by receiving reimbursement for training, team member physical examinations, and purchases of related equipment. Without this state contract, the city would still have a need for a hazardous materials response team but without the corresponding benefit of being a reimbursed regional provider.

Considerations:

The present VDEM hazardous materials team contract expires June 30, 2002. VDEM agreed to furnish \$15,000.00 per year in "pass-through" funds in order to assist with the purchase of equipment, physicals, and to attend training programs needed to comply with Federal and State response criteria mandates.

Pass through funding totaling \$15,000.00 has been received from VDEM as of this report and deposited in revenue account 035-520-3224-3224.

Recommendation:

City Council accept the “pass-through” funding which honors the renewal of the two-year VDEM hazardous materials team contract for the period July 1, 2000 until June 30, 2002. Also, appropriate funding of \$15,000 as follows: \$11,300 to *Employee Physicals* and \$3,700 to *Training and Development* under the Hazardous Materials Response Team Grant (Account Numbers 035-520-3224-2110 and 035-520-3224-2044) and establish a revenue estimate of \$15,000.

Respectfully submitted,

Darlene L. Burcham  
City Manager

WVS/bss

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance  
Winston Simmons, Fire-Ems Deputy Chief

#CM01-00159

# AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of August 2001, by and between the following parties:

The Grantee

City of Roanoke, Virginia  
215 Church Avenue, S.W.  
Roanoke, Virginia 24011

The Subgrantee

City of Roanoke  
Redevelopment  
and Housing Authority  
2624 Salem Turnpike, N.W.  
Roanoke, Virginia 24017

## WITNESSETH:

WHEREAS, by Resolution No. 35407-061801, the Roanoke City Council approved the 2001-2002 CDBG program and by Ordinance No. 35406-070201 appropriated funds therefor; and

WHEREAS, by Resolution No. \_\_\_\_\_-082001, the Roanoke City Council approved the execution of this subgrant agreement between the Grantee and the Subgrantee; and

WHEREAS, by Resolution No. \_\_\_\_\_, the Subgrantee's Board of Commissioners approved the execution of this subgrant agreement between the Grantee and the Subgrantee.

NOW, THEREFORE, the parties hereto mutually agree as follows:

### **PART I - SCOPE OF SERVICES**

The Subgrantee shall perform the tasks enumerated below in a satisfactory and proper manner, as determined by the Grantee, within the scope of the 2001-02 Grant Programs Funds Appropriations for CDBG provided for the services included herein and approved by the Roanoke City Council.

#### **A. Housing Programs**



The Subgrantee shall administer the housing programs briefly described below in accordance with guidelines developed by the Subgrantee in consultation with and acceptable to the Grantee and incorporated herein by reference. Guidelines may be modified with the approval of the Grantee's City Manager and the Subgrantee's Executive Director or his or her designee. Guidelines shall not be modified administratively when the result would be to add or delete program activities or otherwise fundamentally alter the nature or intent of any program.

1. Quick Response to Emergencies -- assistance to eligible homeowners to repair or replace seriously substandard components of the owner's home.
2. Critical Assistance Repair for the Elderly (C.A.R.E.) -- assistance to eligible elderly homeowners for non-cosmetic home repairs.
3. Consolidated Loan Program -- assistance to eligible homebuyers or homeowners for the purchase and/or rehabilitation of substandard housing, which are or are to be their principle residences.

Note: CDBG funds designated for this activity shall be used solely for use of low and moderate income individuals. See Attachment A for budgeted funds.

4. Washington Park Rehabilitation -- assistance to eligible homebuyers or homeowners who are residents of the Washington Park neighborhood for rehabilitation of their substandard homes.
5. HOME Program Support and Pre-development Costs -- In addition to using designated funds under this Agreement to deliver CDBG-funded housing activities, the Subgrantee shall as well provide support, including staffing, for the Subgrantee's HOME-funded housing activities to be implemented under a separate HOME agreement with the Grantee. CDBG funds may also be used for eligible pre-development costs associated with HOME-funded projects.
6. Procurement of Contractors -- The Subgrantee shall obtain contractors for needed rehabilitation services according to its standard, written procurement procedures, ensuring that all such contractors comply with applicable HUD regulations, including those relating to lead-based paint. Procurement procedures will offer beneficiaries

opportunities to select from among the various contractors available while maintaining a competitive selection process.

7. "Eligible" Beneficiaries -- For the purposes of this Agreement, an "eligible" beneficiary shall mean:

- a. A homeowner or homebuyer whose family income meets low- and moderate-income limits established by HUD in accordance with 24 CFR 570.3.

The Subgrantee shall prepare and retain with the project files appropriate records that it has determined the eligibility of each beneficiary.

8. Target Areas B In order to maximize the impact of limited resources, guidelines for the various activities enumerated above may be targeted to specific areas within the City.

#### **B. Commercial/Industrial Development**

1. Property Disposition -- For the term of this Agreement, the Subgrantee shall continue to assist in the sale of parcels available in all Redevelopment Areas. All contacts with potential developers shall be coordinated between the Grantee's Director of Economic Development and the Subgrantee's Director of Community Development. Each of these parties or representatives shall be afforded the opportunity to be present at any showing of any available site by either the Grantee or the Subgrantee. Negotiations incidental to land sales will also be coordinated between the aforementioned parties. In conformance with HUD procedures, expenses related to land disposition shall be deducted directly from program income due and payable to the City, based on approval of documentation by the Grantee.

#### **C. General Administration**

The Subgrantee shall provide management, fiscal services and such other general administrative support as may be required to ensure satisfactory completion of the activities listed in the Scope of Services. Additionally, the Subgrantee shall provide the following:

1. Relocation Assistance and Counseling -- In accordance with HUD regulations and guidelines, and within the limits of funds available for such purposes under this Agreement, the Subgrantee shall provide relocation assistance and guidance to residents and businesses displaced by the projects and activities enumerated in Part

I above.

2. General Administration of Community Development/Economic Development Activities -- Prior Years Activities -- The Subgrantee shall continue to service outstanding loans, forgivable and/or deferred payment loans, grants, etc., made in previous years, as appropriate and in accordance with guidelines of the specific programs. Such programs include: Private Rehabilitation Loans; Rental Rehabilitation; Neighborhood Stabilization and Enhancement; Section 312; Down Payment and Closing Cost Assistance; and local CDBG loans.

The Subgrantee shall provide counseling to parties delinquent in their repayments in a reasonable effort to avoid foreclosure under the loan programs referenced in this part. However, where delinquencies persist, the Subgrantee shall institute appropriate collection procedures including foreclosures.

The Subgrantee shall maintain and protect properties on which it has foreclosed and, in consultation with the Grantee, shall arrange for resale, assumption of loan, or other disposition of the property.

3. Community Interaction -- The Subgrantee shall assist the Grantee in the performance of such basic community-oriented tasks as the following:
  - a. Planning, organizing and implementing neighborhood meetings.
  - b. Planning, organizing and implementing the Consolidated Plan public workshops and/or hearings associated with the Grantee's annual application process.
4. Redevelopment Plans - Preparation and Amendment -- In conjunction with the City's Department of Planning and Code Enforcement, the Subgrantee shall produce and amend as needed Redevelopment Plans for areas within the City.
5. Single-Family Mortgage Loan Program Debt Service/Loan Loss Reserve Funds -- To promote more effective and efficient administration, during the 1998/99 period, the Subgrantee obtained private financing to buy-out the series of mortgage revenue bonds it issued from 1981 to 1993 and retained all remaining CDBG debt service and loan loss reserve funds previously provided by the Grantee to secure the mortgage revenue bonds. The CDBG funds retained shall continue to be used by the Subgrantee for debt service and loan loss reserve purposes with respect to the mortgage revenue bonds. The CDBG funds retained shall continue to be used by the Subgrantee for debt service and loan loss reserve purposes with respect to the private financing obtained to buy-out the original bonds. On or before June 30 of each year, the Subgrantee shall report outstanding principal balances of loans made

under the Single-Family Mortgage Loan Program and the amount of CDBG funds remaining in the debt service and loan loss reserve. Upon satisfaction and/or termination of all loans made under the program, the Subgrantee shall return to the Grantee any CDBG debt service and loan loss reserve funds remaining. Any such funds returned shall be classified as "program income" to the Grantee's CDBG program.

6. Program Coordination-- Appropriate staff of the Subgrantee and Grantee shall meet and consult regularly and as determined needed by either party. Such staff of the Grantee may include, but are not limited to, the City Manager, Assistant City Manager for Community Development, Building Commissioner, Director of Planning and Code Enforcement, Housing Development Coordinator, Director of Economic Development, and Department of Management and Budget. The intent of such meetings and consultations shall be to facilitate the efficient and effective implementation of the program activities listed above, and consider the need for and planning of other activities of the Grantee and/or Subgrantee, consistent with the general purpose of community development and neighborhood revitalization.

## **PART II - COMPENSATION AND METHOD OF PAYMENT**

### **A. Program Funds**

CDBG funding for the program activities specified in Part I of this Agreement shall be made available to the Subgrantee as detailed in Attachment A. The Subgrantee shall not, without prior written approval from the Grantee, exceed the total funding allocated to any account nor the amount allocated to any category (i.e. "project"; "support"; "admin") within any account. Further, the amounts designated to support HOME activities shall be expended solely for this purpose.

### **B. Program Income**

Program income from any and all sources, including interest earned by the program income itself, shall be submitted to the Grantee on a monthly basis by the fifteen of the month following collection.

### **C. Disbursement Procedures**

The Subgrantee shall file the necessary papers with the Director of Finance ten (10) working days prior to the date that actual disbursements are needed. Cash advances shall be reasonably estimated and itemized; excess advances will not be allowed. Cash

advances will be recorded as Accounts Receivable due from the Subgrantee. Funds should be disbursed by the Subgrantee within ten (10) days of receipt of the advance. The Subgrantee shall submit, by the seventh working day of each month, a monthly report to the Director of Finance and a copy to the Department of Management and Budget, indicating the actual expenditures incurred against all cash advances not previously reported to the Director of Finance. Expenditures reported will be deducted from the Accounts Receivable balance due from the Subgrantee. The Subgrantee also shall submit time allocation reports in a form acceptable to the Grantee. No additional cash advances shall be made to the Subgrantee until these reports are submitted. Monthly financial status reports issued by the Director of Finance shall be reviewed by the Subgrantee and any discrepancies reported in writing within ten (10) working days of receipt of said report. Approval of reimbursement requests will be subject to timely receipt of the monthly reports as detailed here and in Paragraph IV. B of this Agreement. The Grantee reserves the right to refuse payment to the Subgrantee in the event that the Subgrantee submits a reimbursement request sixty (60) calendar days after the contract expiration date.

**D. Annual Audit and Monitoring**

The Subgrantee shall provide for an independent audit of CDBG expenditures under this Agreement for the period set forth in Part IV.A., in accordance with Circular A-133. Within 30 days following its completion, two copies of the audit report shall be furnished to the Grantee. In addition, it is the intention of the Grantee to conduct financial, compliance and performance monitoring of the Subgrantee, which may include on-site reviews, at least once during the period of this Agreement.

**E. Anti-Lobbying**

To the best of the Subgrantee's knowledge and belief, no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of congress in connections with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report

Lobbying, " in accordance with its instructions.

### **PART III - GRANTEE RESPONSIBILITIES**

#### **A. General Guidance**

The Grantee's Department of Management and Budget shall provide general guidance and direction to the Subgrantee concerning the intent and operation of any programs developed by the Grantee which are to be administered by the Subgrantee under this Agreement. Additionally, other parties and/or departments of the Grantee may provide specific guidance and direction as needed.

Reports prepared by Grantee staff for presentation to City Council pertaining to matters under this Agreement shall be provided to the Subgrantee for review and comment ten (10) working days before the date of the Council meeting.

#### **B. Existing Data**

The Grantee shall make available such existing reports, maps, records or other data as may assist the Subgrantee's performance of services under this Agreement.

#### **C. Project Planning**

Unless otherwise approved by the Grantee, public improvements such as streets, curb and gutter, public utilities, etc. within a Redevelopment Area shall be the responsibility of the Grantee. Copies of the project plans may be obtained by the Subgrantee upon request to the Grantee's City Engineer.

#### **D. Non-Personnel Costs - Program Development**

Except by the Grantee's prior written approval, the Subgrantee shall neither incur nor be reimbursed for expenses relating to the development and implementation of a new program or the continuation of an existing program not contained in Part I of this Agreement.

### **PART IV - PERFORMANCE AND RECORD KEEPING**

#### **A. Time Period**

The Subgrantee shall commence the provision of the services described in Part I of this Agreement as of July 1, 2001, and continue through June 30, 2002. Reporting requirements and annual audit shall cover the full program year period from July 1, 2001, through June 30, 2002.

**B. Reporting Requirements**

By the 7th working day following the end of each month, the Subgrantee shall report the progress of each activity covered by this Agreement, in a format acceptable to the Grantee's Department of Management and Budget. Such monthly reports shall include, but not be limited to, the following:

1. List of monthly gross program income receipts from all sources.
2. List of property purchased with CDBG funds and titled to the Subgrantee, with quarterly updates.
3. Proration of staff time allocated to each activity covered under this Agreement, in accordance with a cost allocation plan acceptable to HUD.

The Subgrantee agrees to submit any other reports or documentation as requested by the Grantee concerning activities covered under this agreement.

**C. Retention of Records**

All records pertaining to this Agreement and the services performed pursuant to it, shall be retained for a period of four (4) years after the expiration date of this Agreement or the conclusion of any legal or administrative process requiring their use, whichever is later. Appropriate City and/or HUD personnel shall have free access to these records for the period of this Agreement and the subsequent retention period.

**PART V - THIRD PARTY CONTRACTS AND BIDS**

The Grantee shall not be obligated or liable hereunder to any party other than the Subgrantee.

**PART VI - PERSONNEL**

The Subgrantee represents that it has or will secure all personnel required to perform the services under this Agreement, within the limits of funding provided. Such employees shall not be employees of or have any contractual relationship with the Grantee. All of the services

required hereunder will be performed by the Subgrantee or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

## **PART VII - UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Subgrantee agrees to abide by the HUD conditions for CDBG programs as set forth in Attachment C, those described in 24 CFR 570.502, and all other applicable CDBG and federal regulations relating to specific programs performed hereunder. All proposals for CDBG-assisted rehabilitation in the City will be submitted to the Grantee's Department of Management and Budget for determination of the structure's eligibility for inclusion on the National Register of Historic Places. If a property is historically eligible, all project plans and specifications will be submitted to the Grantee's Department of Management and Budget for review as to compliance with Section 106 of the National Historic Preservation Act.

## **PART VIII - CONFLICT OF INTEREST**

No employee, agent, consultant, officer or appointed official of the Subgrantee, who is in a position to participate in a decision-making process or gain inside information with regard to any CDBG activities, may obtain a personal or financial interest in or benefit from any of the activities, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for him or herself or his or her family or business associates, during their tenure or for one (1) year thereafter.

## **PART IX - INDEMNITY PROVISION**

Each party hereto agrees to indemnify and hold harmless the other, its officers, agents and employees, from any and all claims, legal actions and judgments and expenses resulting therefrom, arising out of each party's intentional or negligent acts or omissions with respect to the duties, rights and privileges granted in or arising under this Agreement. In the event that the parties are jointly or concurrently negligent, each party shall indemnify and hold harmless the other party to the extent of its own negligence.

## **PART X - ENTIRE AGREEMENT**

This Agreement, including all of its Attachments, represents the entire agreement between the parties and shall not be modified, amended, altered or changed, except by written agreement executed by the parties.

## **PART XI - TERMINATION OF AGREEMENT FOR CAUSE**



In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subgrantee materially fails to comply with any term of the Agreement. This Agreement may also be terminated for convenience in accordance with 24 CFR 85.44.

Community Development Block Grant funding to be made available by the Grantee under this Agreement is contingent upon necessary appropriations by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the Grantee, this Agreement may be terminated in whole or in part.

## **PART XII - REVERSION OF ASSETS**

Upon expiration or termination of this Agreement, the Subgrantee shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

Any real property under the Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall either (1) be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement; or (2) be disposed of in a manner which results in the Grantee being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with the above.

## **PART XIII - GOVERNING LAW**

This Agreement shall be governed by laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove written:

ATTEST:

FOR THE GRANTEE:

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Mary F. Parker, City Clerk

---

Darlene L. Burcham, City Manager

ATTEST:

FOR THE SUBGRANTEE:

\_\_\_\_\_  
\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
John P. Baker, Executive Director

APPROVED AS TO CDBG ELIGIBILITY APPROVED AS TO FORM

\_\_\_\_\_  
Department of Management & Budget

\_\_\_\_\_  
Assistant City Attorney

APPROVED AS TO EXECUTION

APPROPRIATION AND FUNDS  
REQUIRED  
FOR THIS CONTRACT CERTIFIED

\_\_\_\_\_  
\_\_\_\_\_  
Assistant City Attorney

D i r e c t o r o f F i n a n c e

\_\_\_\_\_  
D a t e :

\_\_\_\_\_  
\_\_\_\_\_

Account #: \_\_\_\_\_ (See Attachment A)

## **ATTACHMENTS**

ATTACHMENT A: 2001-2002 RRHA CDBG Project Accounts

ATTACHMENT B: Required Federal Regulations

2001-2002 RRHA CDBG Agreement  
Financial Accounts

Program	Account Number	Project	Support	Admin	Total
<b>Quick Response to Emergencies</b>	035-G02-0220-5203	45,000			
	035-G02-0210-5076	<u>          </u>	<u>4,100</u>		
	Subtotal	45,000	4,100		49,100
<b>Critical Assistance for Elderly</b>	035-G02-0220-5003	90,000			
	035-G02-0210-5002	<u>          </u>	<u>10,250</u>		
	Subtotal	90,000	10,250		100,250
<b>Consolidated Loan</b> (Note: AProject® funds may be used only for low/mod individuals.)	035-G02-0220-5112	25,000			
	035-G02-0210-5030		73,333		
	035-G02-0210-5042	<u>          </u>	<u>35,317</u>		
	Subtotal	25,000	108,650		133,650
<b>Washington Park Rehab</b>	035-G00-0020-5283	119,883			
	035-G02-0210-5282	<u>          </u>	<u>82,000</u>		
	Subtotal	119,883	82,000		201,883
<b>General Admin</b>	035-G02-0210-5035			20,000	20,000
<b>TOTALS</b>		<b>\$279,883</b>	<b>\$205,000</b>	<b>\$20,000</b>	<b>\$504,883</b>

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the City Manager to enter into the 2001-2002 Community Development Block Grant (CDBG) Funding Administration Agreement with the Roanoke Redevelopment and Housing Authority, upon certain terms and conditions.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager and City Clerk are hereby authorized to execute and attest, respectively, on behalf of the City, the 2001-2002 Community Development Block Grant (CDBG) Funding Administration Agreement with the Roanoke Redevelopment and Housing Authority, upon such terms and conditions as are more particularly set forth in the City Manager's report dated August 6, 2001, including the limits of funds, the purpose of such program and the provision for indemnification by the City under certain circumstances.

ATTEST:

City Clerk.

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Jr., Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Property Acquisition in the Flood  
Plain

In 1998, the City of Roanoke was awarded a grant from the Federal Emergency Management Agency (FEMA) through its Hazard Mitigation Grant Program. Through this grant the City has acquired and demolished 34 homes located in the floodplain.

The program is voluntary, and some homeowners in the Garden City area, whose homes are located in the floodplain, have chosen not to participate in the project. Funds remaining in the account (\$140,440 in account number 008-052-9696) are available to acquire another home that is located in the floodplain of Mud Lick Creek at 2565 Beverly Boulevard, S.W.

The property owners, Mr. and Mrs. Mark Reynolds, have appeared at City Council meetings several times in the past few years to discuss the flooding of their home (see attachments for details). Mr. Reynolds reports that his property has flooded 11 times in the 15 years he since he purchased it. They are willing to sell their home to the City for its removal from the floodplain.

The property has been appraised twice; the Reynolds initiated one appraisal last fall for \$113,000 and one appraisal for \$105,000 conducted in June, was initiated by the City of Roanoke. Mr. and Mrs. Reynolds have signed a purchase agreement for \$109,000, the average of the appraisals. The current renters will be relocated, following the requirements of

the grant. After the relocation, the home will be demolished.

Authorization is needed to move forward with procurement of title work, document preparation related to acquisition of the necessary property rights and the eventual demolition of the structure.

Recommended Actions:

Authorize the City Manager to execute the necessary documents, in a form approved by the City Attorney to purchase the real property owned by Mr. and Mrs. Mark Reynolds at 2565 Beverly Boulevard, S.W., Tax Map Number 1630614, for the City of Roanoke.

The Honorable Mayor and Members of Council  
August 6, 2001  
Page 2

Authorize the demolition of the structure and close the Garden City Hazard Mitigation Grant Program grant in accordance with the requirements of the Federal Emergency Management Agency.

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB/MPC/bls

Attachments: 2

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance

#CM01-00163





August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Jr., Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Subject:       PROPERTY  
RIGHTS ACQUISITION FOR  
BARNHART STREET DRAINAGE  
IMPROVEMENT PROJECT

Dear Mayor Smith and Members of City Council:

A study of the Forest Park watershed completed by Anderson & Associates identified over \$11 million in drainage problems in this area. To begin to correct these problems, the first project selected for construction is located on Barnhart Street. The homeowners at 1320 Aspen, 2830 Barnhart and 2836 Barnhart have had their basements flooded due to this drainage problem. Construction of the Barnhart Street Drainage Improvement Project will address this drainage problem.

Authorization is needed to move forward with procurement of title work, appraisals, and document preparation related to acquisition of the necessary property rights. See Attachment

#1 for a list of properties affected. It is anticipated that the necessary property rights will be donated. See Attachment #2 for exhibit of properties.

Estimated expenses related to the acquisition of property should not exceed \$2,000, which is available in capital project account 008-052-9688-9050, Miscellaneous Storm Drains.

The Honorable Mayor and Members of Council  
August 6, 2001  
Page 2

Recommended Action(s):

Authorize the City Manager to acquire all property rights as shown on the attached list. Said property rights may be acquired following a satisfactory environmental site inspection by negotiation or eminent domain, and include fee simple, permanent easements, temporary construction easements, rights of way, licenses or permits, etc.

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB/sef

Attachment(s): 2

c: William M. Hackworth, City Attorney  
Mary F. Parker, City Clerk  
James D. Grisso, Director of Finance  
Sarah E. Fitton, Engineering Coordinator

#01 - 0164

ATTACHMENT 1

BARNHART STORM DRAIN PROJECT

<u>Tax No.</u>	<u>Property Owner</u>	<u>Property Rights</u>
2460328 & 2460375	First Choice Homes, LLC	DE, TCE
2460367 & 2460368	William & Grace Smith	DE, TCE
2460366	Robert Johnson, Sr.	DE, TCE

Legend: DE – Drainage Easement  
TCE – Temporary Construction Easement

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE providing for the acquisition of certain property rights needed by the City for the Barnhart Street Drainage Improvement Project; setting a limit on the consideration to be offered by the City; providing for the City's acquisition of such property rights by condemnation, under certain circumstances; and dispensing with the second reading of this ordinance by title.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. To provide for drainage in the area of the 2800 block of Barnhart Street, SW, the City wants and needs certain property rights across property bearing Roanoke City Tax Nos. 2460328, 2460328, 2460375, 2460367, 2460368, and 2460366, as set forth in the report and attachment thereto to City Council August 6, 2001. The proper City officials are authorized to acquire these property rights for such consideration as the City Manager may deem appropriate, subject to the limitation set out below and subject to applicable statutory guidelines. All requisite documents shall be upon form approved by the City Attorney.

2. A public necessity and use exists for the acquisition of the property rights and immediate acquisition by purchase or condemnation is necessary and expedient.

3. The City Manager is directed on behalf of the City to offer the landowners such consideration for the property rights as deemed appropriate; provided, however, the total consideration offered or expended and any and all necessary closing costs, including but not limited to appraisals, title reports, preparation of necessary documents and recordation costs, shall not exceed \$2,000.00 without further authorization of Council. Upon the acceptance of an offer and upon delivery to the City of deeds, approved as to form and execution by the City Attorney, the Director of Finance is directed to pay the consideration to the owners of the interests conveyed, certified by the City Attorney to be entitled to the same.

4. Should the City be unable to agree with the landowners as to the compensation to be paid for acquisition of such property rights, or other terms of purchase or settlement, or should the owners be persons under a disability lacking capacity to convey said property rights, or should the whereabouts of the owners be unknown, the City Attorney is authorized and directed to institute condemnation or legal proceedings to acquire for the City the appropriate property rights.

5. In instituting or conducting any condemnation proceeding, the City Attorney is authorized to make motion on behalf of the City for a right of entry pursuant to Section 25-46.8 or Section 33.1-119 of the Code of Virginia (1950), as amended, for the purpose of commencing the project. The Director of

Finance, upon request of the City Attorney, shall be authorized and directed to draw and pay into Court the appropriate sums in connection with such proceedings.

6. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Jr., Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of Council:

Subject:  
Acceptance of Juvenile Justice and  
Delinquency Prevention Title II Grant  
funds from the Department of  
Criminal Justice Services for  
Sanctuary's Aggression  
Replacement Training and  
Education Program (ARTEP)

Background:

The Aggression Replacement Training and Education Program (ARTEP) is an anger control program for assaultive youth operated by Sanctuary Crisis Intervention staff. The program is designed to increase public safety and encourage participating youth to take responsibility for their behaviors. This is accomplished through their court-ordered participation in a ten-week program that includes bi-weekly group sessions and periodic contacts at home and school.

ARTEP provides juvenile court judges with a less costly alternative to incarceration of juvenile offenders. Further, the pilot for this program had a 94% success rate and continues to be a valuable addition to the continuum of services available for the treatment of youthful offenders.

Honorable Mayor and Members of City Council  
August 6, 2001  
Page 2

This is the third year in a five-year funding cycle. Revenue from Juvenile Justice and Delinquency Prevention (JJDP) has decreased to 75% of the project total in this the third year. The local cash match this year is \$17,572.

Recommended Action(s):

Adopt a resolution accepting the \$52,714.00 in 2001-2002 funding from the Department of Criminal Justice Services, Grant #02-C3256JJ01, for Sanctuary's Aggression Replacement Training and Education Program.

Authorize the City Manager to execute the required Grant Acceptance, Request for Funds and any other forms required by the Department of Criminal Justice Services in order to accept these funds and transfer \$7,554 from Account No. 001-630-5330-2010, State and Local Hospitalization; and \$10,018 from Account No. 001-121-2130-2008, Residential Detention Services, to an account to be established by the Director of Finance for the ARTEP Program.

Appropriate \$70,286.00 in state and local funds to revenue and expenditure accounts in the Grant Fund to be established by the Director of Finance, as detailed in Attachment A.

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB:tem

Attachment

c: Rolanda A. Johnson, Assistant City Manager for Community Development  
Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance  
Glenn D. Radcliffe, Director of Human/Social Services  
Letitia E. Malone, Juvenile Justice Administrator



#CMO1-00165

## ARTEP FUNDS 2001/2002 Account Set-up Transactions

Account No.	Description	Amount
	Revenue-2001/2002 DCJS grant	\$52,714.00
	Revenue- Local match	17,572.00
	Total Revenue	\$70,286.00
Expenditures:		
-1002	Regular Salaries	\$44,414
-1004	Temporary Employees	7,467
1115	ICMA	4,857
1116	ICMA Match	1,300
1120	FICA	4,255
1125	Health	5,040
1126	Dental	404
1130	Life	395
1131	Long term disability	114
2021	Telephone	540

2030	Administrative Supplies	500
2046	Travel/Mileage	1,000
	Total Expenditures	\$70,286

August 6, 2001

The Honorable Ralph K. Smith, Mayor  
The Honorable William Carder, Vice-Mayor  
The Honorable William Bestpitch, Council Member  
The Honorable Nelson Harris, Council Member  
The Honorable Alvin Hudson, Council Member  
The Honorable William White, Council Member  
The Honorable Linda Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: FY 2001-2002 Roanoke Valley  
Convention and Visitors Bureau  
Agreement

The City of Roanoke has annually entered into an Agreement with the Roanoke Valley Convention and Visitors Bureau (RVCVB) to provide funding for marketing the Roanoke Valley as a convention and destination tourism site. As part of the FY01/02 Annual Operating budget adopted by City Council, the Memberships and Affiliations budget included funding of \$541,440 specifically designated for the RVCVB. An additional \$287,500 was designated for marketing efforts. The availability of the \$287,500 equates to revenue increases expected from a corresponding increase in the transient room tax.

The City has negotiated a one year agreement commencing July 1, 2001 (attached) with the RVCVB detailing the use of these funds. The RVCVB submitted a detailed budget and work plan to the City Manager for review and approval.

Recommendation:

Authorize the City Manager to execute an Agreement in the amount of \$828,940 with the RVCVB, upon form approved by the City Attorney, substantially similar to the one attached hereto for the express purpose of marketing the Roanoke Valley as a regional destination for convention and destination tourism. Authorize a transfer of funding in the amount of \$287,500 from account 001-300-7220-3689, Marketing, to account 001-300-7220-3702, Convention Bureau.

Mayor Smith and Members of Council  
August 6, 2001  
Page 2

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB:ean

Attachments

c: James D. Grisso, Director of Finance  
William M. Hackworth, City Attorney  
Mary F. Parker, City Clerk  
Beth Neu, Director of Economic Development

CM-01-00168

## AGREEMENT

THIS AGREEMENT, dated July 1, 2001, is by and between the ROANOKE VALLEY CONVENTION AND VISITORS BUREAU, a corporation organized under the laws of the Commonwealth of Virginia (hereinafter "RVCVB") and the CITY OF ROANOKE, a municipal corporation of the Commonwealth of Virginia (hereinafter "City").

WHEREAS, the RVCVB is a "REGIONAL DESTINATION MARKETING ORGANIZATION" whose mission is to market the entire Roanoke Valley as an exciting destination for Convention and Leisure travel;

WHEREAS, the City is the largest contributor and with its concentration of hotels, conference center, convention facilities, shopping, dining and attractions, realizes enhancement of its tax revenues as a result of the RVCVB marketing efforts;

WHEREAS, the City desires to render aid and provide support to the RVCVB to assist in the promotion of the Roanoke Valley as a destination or meeting site for Visitors, including tourists, conventions and meeting groups, special event visitors and commercial travelers;

WHEREAS, the City desires to appropriate \$828,940 to the RVCVB for the express purpose of increasing tourism activities, which is an increase of \$287,500 from last year's appropriation;

WHEREAS, the City desires to formalize its relationship with RVCVB in an effort to increase the revenue enhancement derived from tourism activity; and

WHEREAS, the City desires to assure that its appropriation of funds be used for these purposes.

THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties do hereby agree as follows:

1. Term. The term of this Agreement shall be for a one year period, from July 1, 2001, through June 30, 2002.

2. Services. Funds made available to RVCVB by the City will be applied to provide additional services resulting directly or indirectly in income producing activities, including but not limited to:

- (a) Direct sales programs.
- (b) Sales promotions.
- (c) Servicing conventions.
- (d) Marketing/communications.
- (e) Identify product need (new and improved facility and attractions).
- (f) Coordination with other City and Civic agencies and businesses involved in the growth of the Roanoke Valley.
- (g) Staff and run a Visitors' Center.

(h) Promote and sell the Roanoke Valley as a convention and tourist destination.

3. Work Program/Budget. No later than July 30, 2001, the RVCVB shall submit to the City Manager for approval a work program, marketing plan and budget setting forth in reasonable detail the activities planned for the year and the anticipated expenditures of City funds involved. The marketing plan shall be in sufficient detail as to determine the strategy RVCVB will be pursuing in promoting and selling the Roanoke Valley as a destination for group meetings, i.e. conferences and conventions as well as tourists. Such items shall detail how the additional funds over last year's appropriation will be expended on specific marketing initiatives. The City Manager shall approve or otherwise respond to the proposed work programs, marketing plan and budget no later than August 24, 2001 in order that any necessary modifications be settled upon on or before August 31, 2001. Monthly reports outlining progress on convention sales, tourism activities and groups booked, bus tour activity, bookings and other information as deemed to be necessary by the City shall be submitted by the RVCVB to the City's Director of Economic Development. The lack of any written response by the City's Director of Economic Development requesting redirection of efforts within ten (10) days of receipt of each monthly report, will denote satisfaction with RVCVB efforts.

4. Funding. The City agrees to provide funding to RVCVB in the amount of Eight Hundred Twenty-Eight Thousand Nine Hundred Forty Dollars (\$828,940). The total amount shall be paid quarterly in equal payments of \$207,235.00 on or before the last day of July 2001, September 2001, December, 2001 and March 2002.

5. Subcontracting. It is understood that RVCVB may from time to time contract with firms and individuals for the acquisition of goods or services in the furtherance

of the activities contemplated by this Agreement. RVCVB shall not enter into any contract relating to activities contemplated by this Agreement or involving the expenditure of funds provided to RVCVB by the City under this Agreement, where the amount of such contract is \$5,000 or more, without written authorization of the City Manager unless the nature of the goods or services to be acquired were disclosed in the work program or annual plan and budget submitted for the year.

6.           Books and Records, Audits. RVCVB shall keep accurate books and records. Both monthly P&L and Income Statements as well as an audited financial statement shall be made available to the City upon request. Additionally, RVCVB shall make such books and records available to the Municipal Auditor of the City or other independent auditor selected by the City during its regular office hours.

7.           Contacts with Prospective Clients. As specified in paragraph 3, the RVCVB shall inform the City's Director of Economic Development on a regular basis of work in progress at the RVCVB. A representative from the City shall have the right to be present at any formal bid presentations made to any potential group meeting or business meeting.

8.           Board of Directors. City Council shall appoint one of its members and one other person as members of the Board of Directors of the RVCVB. Such appointees shall have full voting rights and privileges during the term of this Agreement and shall serve on the Board at the pleasure of City Council. In addition, the City Manager, the City's Director of Economic Development, the Chairman of the Hotel Roanoke Conference



Center Commission or his designee, and the Chairman of the Roanoke Civic Center Commission or his designee, shall be members of the Board, with full voting rights and privileges during the term of this Agreement.

9.           Indemnification. To the extent permitted by law, each party shall indemnify and hold harmless the other party, its officers, agents and employees, from any and all claims, legal actions and judgements advanced against it or its officers, agents or employees, and for expenses it may incur in this regard, arising out of the other's negligent acts or omissions, with respect to carrying out this Agreement.

10.           Insurance. RVCVB shall obtain and maintain during the life of this Agreement a policy or policies of commercial general liability insurance with an insurance company or companies licensed to do business in Virginia, which policy or policies shall provide coverage with respect to claims arising out of the subject matter of this Agreement. The amount of such insurance shall not be less than \$1,000,000. RVCVB shall also obtain and maintain during the life of this Agreement Directors and Officers Liability insurance in the amount of \$1,000,000 per occurrence providing coverage, including defense costs, with respect to claims arising out of the subject matter of this Agreement. All such policies shall be occurrence policies and shall name the City of Roanoke, its officers, agents, employees and representatives as additional insureds under the commercial general liability policy and, if possible, under the Directors and Officers Liability policy. RVCVB shall provide the City with certificates of insurance for each of the above policies and each certificate shall contain substantially the following statement: AThe insurance coverage

provided by this certificate shall not be canceled or materially altered except after thirty (30) days written notice has been provided to the City of Roanoke.®

11. Assignment. Neither the City nor RVCVB may assign its rights or obligations hereunder without the prior written consent of the other.

12. Notices. Any notices required by the terms of this Agreement shall be deemed to have been given when delivered in person to or deposited in the U.S. mail, postage prepaid, addressed:

(a) If to the City:

City Manager  
City of Roanoke  
Noel C. Taylor Municipal Building,  
Room 364  
215 Church Avenue, S. W.  
Roanoke, Virginia 24011

And

Director of Economic Development  
111 Franklin Plaza, Suite 200  
Roanoke, VA 24011

(b) If to the RVCVB:

Executive Director  
Roanoke Valley Convention and Visitors Bureau  
Marketplace Center  
114 Market Street  
Roanoke, Virginia 24011

or at such other address as each party may designate for itself by giving at least five (5) days prior written notice to the other party.

13. Nondiscrimination.

A. During the performance of this Agreement, the RVCVB agrees as follows:

1. RVCVB will not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of RVCVB. RVCVB agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. RVCVB, in all solicitations or advertisements for employees placed by or on behalf of RVCVB will state that RVCVB is an equal employment opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. RVCVB will include the provisions of the foregoing subparagraph (A)(1), (2) and (3), in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

14. Termination. The City may terminate this Agreement at any time if RVCVB applies funds paid to RVCVB by the City for any purpose other than the purposes contemplated by this Agreement, provided that reasonable notice and opportunity to cure shall first be afforded. Upon termination of this Agreement, the number of City representatives on the Board of Directors of RVCVB shall be reduced to two (2). In such event, the City Manager shall designate the City's representatives to remain on the Board or in the event the City Manager does not so designate within 14 days of termination of the

contract, the President of RVCVB shall make the designation.

15. Duplicate Originals. This Agreement may be executed in duplicate, each of which shall be deemed to be an original and all of which will be deemed to represent one and the same Agreement.

16. Nonwaiver. RVCVB agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Agreement or the City's waiver of any particular breach of this Agreement by RVCVB extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Agreement or a waiver of any other breaches of the Agreement by RVCVB and does not bar the City from requiring RVCVB to comply with all the terms and conditions of the Agreement and does not bar the City from asserting any and all rights and/or remedies it has or might have against RVCVB under this Agreement or by law.

17. Cooperation. Each party agrees to cooperate with the other in executing any documents necessary to carry out the intent and purpose of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between the parties. No amendment to this Agreement will be valid unless made in writing and signed by the appropriate parties.

IN WITNESS WHEREOF, the City and the RVCVB have caused this Agreement to be executed and sealed by their respective authorized representatives.

ATTEST:

CITY OF ROANOKE

\_\_\_\_\_  
Mary F. Parker, City Clerk

ATTEST:  
AND VISITORS BUREAU

\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Approved as to form:  
Contract certified:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Approved as to execution

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Darlene L. Burcham, City Manager

ROANOKE VALLEY CONVENTION

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Appropriation & Funds required for this

\_\_\_\_\_  
Director of Finance

Account No.

Date: \_\_\_\_\_

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing an agreement with the Roanoke Valley Convention and Visitors Bureau for the purpose of increasing tourism in the Roanoke Valley.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City Manager and the City Clerk are hereby authorized to execute and to attest, respectively, an agreement with the Roanoke Valley Convention and Visitors Bureau, for a term of one year, from July 1, 2001, through June 30, 2002, unless sooner terminated in accordance with the provisions of the agreement, for the purpose of increasing tourism and marketing the Roanoke Valley as a regional destination for convention, conference, leisure and business travel, all as more fully set forth in the City Managers letter to this Council dated August 6, 2001.

2. The contract amount authorized by this resolution shall not exceed \$828,940 without further Council authorization.

3. Such agreement shall be in such form as is approved by the City Attorney.

ATTEST:

City Clerk.

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable W. Alvin Hudson, Council Member  
Honorable William D. Bestpitch, Council Member  
Honorable William White, Sr., Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Change Order No. 1  
2001 Paving Program

Adams Construction Company, 523 Rutherford Avenue, N.E., Roanoke, VA 24016, was awarded a contract in the amount of \$1,969,602.91 on a unit price basis at the May 21, 2001 meeting of City Council to repave various streets within the City of Roanoke. A review of the Paving Program Budget, account number 001-530-4120-2010, has shown that \$150,685 is available for additional street resurfacing. The contract provisions allow the City to add streets to the contract while the unit prices and completion dates are unchanged. Approval of this contract change order will enable the paving of 5 additional lane miles, bringing the paving program cumulative total to 57 lane miles. A list of the additional streets to be paved is provided in Attachment 1.

Recommended Action:

Authorize the City Manager to execute Change Order No. 1 in the amount of \$150,685 with Adams Construction Company to repave additional streets within the City of Roanoke.

Respectfully,

Darlene L. Burcham  
City Manager

DLB/KHK/gpe

Attachment

C: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance  
Robert K. Bengtson, P.E., Director of Public Works

#CM01-00169





## Attachment 1

### Change Order #1 – 2001 Paving Program Additional Streets To Be Paved

Quadrant	Location	Priority
NW	27 <sup>th</sup> Street from Shenandoah Avenue to Centre Avenue	III
NW	Clifton Avenue from Forest Park Boulevard to Aspen Street	II
NW	Florida Avenue from Lafayette Boulevard to Andrews Road	II
NW	Mercer Avenue from 10 <sup>th</sup> Street to 13 <sup>th</sup> Street	II
NW	Michigan Avenue from Polk Avenue to Westside Boulevard	II
NW	Polk Avenue from Michigan Avenue to Westside Boulevard	II
NW	Tyler Road from Van Buren Street to Westside Boulevard	II
NW	Van Buren Street from Michigan Avenue to Westside Boulevard	II
SE	Murray Avenue from 6 <sup>th</sup> Street to 9 <sup>th</sup> Street	II
SW	Persinger Road from Colonial Avenue to Brambleton Avenue	I

Priority	Completion Date
I	September 15, 2001
II	October 15, 2001
III	December 1, 2001

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the City Manager's issuance of Change Order No. 1 to the City's contract with Adams Construction Company to repave additional streets within City of Roanoke; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager is authorized to execute for and on behalf of the City, in a form approved by the City Attorney, Change Order No. 1 to the City's contract with Adams Construction Company for the repaving of additional streets within the City of Roanoke, all as more fully set forth in the letter to this Council dated August 6, 2001.
2. This Change Order will provide authorization for additions in the work with an increase in the amount of \$150,685 to the contract, all as set forth in the above letter.
3. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.

August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject : Erosion and Sediment Control

Ordinance amendment.  
Responsible Land Disturber (RLD)  
Certification

Background:

The General Assembly recently amended Section 10.1-563 of the Virginia Erosion and Sediment Control Law, Section 10.1-560, et seq. Effective July 1, 2001, the amendment requires that all land disturbing projects which require approval of an Erosion and Sediment Plan and issuance of a Land Disturbing Permit to name an individual who will be responsible for the land disturbing activities for that project. This individual will be required to hold a Responsible Land Disturber (RLD) certificate.

Consideration:

The Virginia Department of Conservation and Recreation (DCR) has developed course material for individuals to become certified. Individuals currently certified by DCR as contractors, inspectors, plan reviewers, administrators or combined administrators will be considered an RLD without further training. Persons holding a valid Virginia Professional Engineer, Land Surveyor, Landscape Architect, or Architect license will also be considered an RLD without further training, certification or fees.

For all land disturbing activities the landowner will remain ultimately responsible for compliance with all erosion and sediment control regulations. The individual named as the RDL will be responsible for, and in charge of, carrying out the land disturbing activities for that project.

Persons and entities submitting erosion and sediment control plans for approval after July 1, 2001, will be required to identify, on the plans submitted for approval, the individual named as the RLD. This information will also be shown on the Land Disturbing Permit.

Recommendation:

Approve an amendment to the Erosion and Sediment Control ordinance as attached. The amendment is consistent with State Code and will enhance and clarify the City's existing Erosion and Sediment Control Ordinance.

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB:mpf

Attachments

cc: James D. Grisso, Director of Finance  
William M. Hackworth, City Attorney  
Rolanda Johnson, Assistant City Manager for Community Development  
Mary F. Parker, City Clerk

CM01-00171

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE amending ' 11.1-6, Erosion and sediment control plan, of Chapter 11.1, Erosion and Sediment Control, of the Code of the City of Roanoke (1979), as amended, by adding new subsection (i) to require the identification of the person responsible for carrying out a land disturbing activity; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 11.1-6, Erosion and sediment control plan, of Chapter 11.1, Erosion and Sediment Control, of the Code of the City of Roanoke (1979), as amended, is hereby amended and reordained to read and provide as follows:

Sec. 11.1-6. Erosion and sediment control plan.

\* \* \*

(i) Any plan approved after July 1, 2001, or any plan amended and approved after that date, shall include on it the name of the person who will be in charge of, and responsible for, carrying out the land disturbing activity, as well as that person's address and telephone number, and either that person's certificate number, showing that the person holds a Responsible Land Disturber Certificate, or any equivalent recognized as such by the Virginia Department of Conservation and Recreation, or that person's license number, showing that the person is a professional engineer, land surveyor, landscape architect or architect, or any equivalent recognized by the Virginia Department of Conservation and Recreation.

2. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.

August 6, 2001

The Honorable Ralph K. Smith, Mayor  
The Honorable William Carder, Vice-Mayor  
The Honorable William Bestpitch, Council Member  
The Honorable Nelson Harris, Council Member  
The Honorable Alvin Hudson, Council Member  
The Honorable William White, Council Member  
The Honorable Linda Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Transfer of city property and  
Performance Agreement for Times World  
Corporation Expansion Project

The City of Roanoke has been working with the Times-World Corporation ("Roanoke Times") to encourage them to undertake a \$31 million expansion project in downtown Roanoke, as this would provide for the substantial retention of existing jobs and advance economic and urban development. On May 21, 2001 a public hearing was held to consider authorizing an assignable Option Agreement to convey two parcels of city owned real estate (identified by tax identification numbers 1010402 and 1010403) to Roanoke Downtown Properties, LLC or its assigns, as set forth in the City Manager's letter of May 21, 2001. This property, deemed critical to this project, would be transferred for consideration in the amount of \$100.00 and other good and valuable consideration. No comments were received at the public hearing and this Option Agreement (attached hereto) now needs to be executed. Furthermore, the City will appropriate up to \$500,000 to the Industrial Development Authority of the City of Roanoke, Virginia (IDA), which in turn will provide an economic development grant to the Roanoke Times upon certain terms and conditions as substantially set forth in the attached Performance Agreement (attached hereto). This grant will be made after the Roanoke Times project has been completed and is operational. After that time the IDA will provide the grant funds in the following increments: \$250,000, first year; \$150,000, second year; and \$100,000 in the third year, in accordance with the Performance Agreement.

Recommendation:

- Approve the Option Agreement and subsequent conveyance of the real estate as described above to Roanoke Downtown Properties, LLC or its assigns.

- Authorize the City Manager to execute an Option Agreement, substantially similar to the one attached, and deeds or any documents as may be necessary to accomplish the transfer of real estate as set forth above.

Honorable Mayor and Members of Council  
August 6, 2001  
Page 2

- Approve the terms of the Performance Agreement between the City of Roanoke, the IDA and the Roanoke Times that will provide for a grant up to \$500,000.
- Authorize the City Manager to execute a Performance Agreement among the City, the Roanoke Times, and the IDA, substantially similar to the one attached hereto, and to execute such other documents and take such further action as may be necessary to implement the Performance Agreement, with the form of such Agreement to be approved by the City Attorney.
- Appropriate \$500,000 from undesignated capital funds to an account to be established by the Director of Finance in the capital projects fund.

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB:ean

#### Attachments

c: James D. Grisso, Director of Finance  
William M. Hackworth, City Attorney  
Mary F. Parker, City Clerk  
Beth Neu, Economic Development Director  
Phil Schirmer, City Engineer  
Lynn Avis, Chairman, IDA

CM01-00173



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the proper City officials to execute a Performance Agreement among the City of Roanoke (City), the Industrial Development Authority of the City of Roanoke, Virginia (IDA), and the Times-World Corporation (Roanoke Times), that provides for the Roanoke Times to make an investment in the construction and development of certain property in the City; that the City will comply with the terms of a separate option contract to transfer two parcels of real property owned by the City in accordance with the terms of the Performance Agreement; that the City will make an appropriation of up to \$500,000 to the IDA, all for the purpose of promoting economic development in order to fund the grant that the IDA intends to make to the Roanoke Times; authorizing the City Manager to execute such other documents and take such further action as may be necessary to implement the Performance Agreement; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The City Manager and the City Clerk are authorized on a behalf the City to execute and attest, respectively, a Performance Agreement among the City, the IDA, and the Roanoke Times, upon certain terms and conditions as set forth in the City Managers letter to this Council dated August 6, 2001. The Performance Agreement is to be in a form approved by the City Attorney, and will provide that Roanoke Times will make an investment for an expansion project in the City, that the City, by a separate option contract, will provide for the transfer of two parcels of City owned property upon certain terms and conditions, and that the City will make an appropriation of certain funds as hereinafter set forth to the IDA upon certain terms and conditions. The Performance Agreement will be substantially similar to the one attached to the above mentioned letter.

2. The City will appropriate an amount up to \$500,000 to the IDA for the purposes of promoting economic development in the City and in order to fund the grant that the IDA intends to make to the Roanoke Times, upon certain terms and conditions, all as more fully set forth in the above mentioned letter.

3. The City Manager is further authorized to take such action and execute such documents as may be reasonably necessary to provide for the implementation and administration of such Performance Agreement.

4. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk



August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Jr., Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of Council:

Subject: Contract for the Installation of  
Appraisal Software for the  
Office of Real Estate Valuation

Background:

The City's current appraisal software (CARAT) was purchased and installed in 1981. The system lacks many features and capabilities found in modern computer assisted mass appraisal (CAMA) systems. Advances in technology offer the City the opportunity to employ advanced state of the art appraisal software and computer hardware that increase Real Estate Valuation accuracy and efficiency. In addition, capture, storage and retrieval of real estate data critical to the successful deployment of the City's Geographical Information System (GIS) will be enhanced with a new appraisal system.

Vendors offering Computer Assisted Mass Appraisal Systems were invited to submit competitive proposals.

The Request For Proposals (RFP) was released on December 12, 2000 and responses were opened on January 12, 2001.

Considerations:

Five (5) proposal responses were received and evaluated in a consistent manner. Not all responses met City specifications as described in the RFP. The responses were evaluated by a team consisting of members of the City's Engineering Department, Commissioner of The Revenue, City Treasurer, Municipal Auditor's Office, Department of Technology, Purchasing Department, and Office of Real Estate Valuation. The evaluation revealed that Manatron Corporation's ProVal System offered the best software solution for the City's real estate mass appraisal and assessment needs. The ProVal System software has been deployed in twenty-two other Virginia jurisdictions including, the cities of Hampton, Richmond, and Norfolk. A team of staff has reviewed the ProVal System in Hampton and Norfolk.

Recommended Action:

Authorize the City Manager to enter into a contract with Manatron, Inc., such contract to be approved as to form by the City Attorney, for the ProVal Computer Assisted Mass Appraisal System in the amount of \$119,635, to purchase software and training for the system. Funds are available from a prior year CMERP appropriation in the Department of Technology Project Account 013-052-9838, "Real Estate Project".

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB:wnc

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance  
Joe A. Slone, Director of Technology  
Barry L. Key, Director, OMB  
Robert L. White, Manager, Purchasing  
Willard N. Claytor, Director of Real Estate Valuation

#CM01-00176



August 6, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Jr., Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Fall Protection – Roanoke Civic  
Center Emergency Improvements

Occupational Health and Safety Administration (OSHA) representatives recently inspected the fall protection system in the Roanoke Civic Center Coliseum. Some components of the fall protection system were found to be of uncertain capacity.

At the time of the inspection, an engineering consultant had already been retained to design a new fall protection system. Our consultant reviewed the OSHA findings and recommended that the existing fall protection system not be used.

Until a new fall protection system can be installed, all rigging work has to be done from a portable man lift. A man lift system is expensive and cumbersome to operate. This has resulted in safety concerns and an unreasonable burden on continuing use of the Civic Center Coliseum. After receiving notice of the situation on July 17, 2001, based on the facts presented to me, I declared an emergency pursuant to Section 41 of the City Charter and authorized the immediate procurement of a contractor to correct the fall protection system problems in the Coliseum.

On an emergency basis, the City of Roanoke, through the Engineering Department, has agreed to and is entering into a contract with the Evan Corporation to correct the current system and/or furnish and install a new fall protection system in the Coliseum. Evan Corporation specializes in fall protection systems. The contract amount is not to exceed \$140,000.

Recommended Action:

Affirm and ratify the City Manager's emergency action as set forth above contracting for the above work for the Roanoke Civic Center Coliseum. Authorize the City Manager to execute a contract with Evan Corporation for the above work in an amount not to exceed \$140,000 and to take such further action as may be necessary to correct the fall protection system problems in the Coliseum.

The Honorable Mayor and Members of Council  
August 6, 2001  
Page 2

Appropriate \$140,000 from Civic Center Prior Year Retained Earnings to a new project account entitled Civic Center Fall Protection.

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB/PCS/bls

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance  
James M. Evans, Director of Civic Facilities  
Philip C. Schirmer, City Engineer

#CM01-00181

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE ratifying the emergency action taken by the City Manager in connection with emergency improvements to correct the fall protection system problems in the Roanoke Civic Center Coliseum; ratifying a contract between the City and Evan Corporation for such emergency work and authorizing the City Manager to execute such contract; and providing for an emergency.

WHEREAS, Section 41 of the City Charter authorizes the City Manager to make emergency improvements without the necessity of advertising and receiving bids, and such section further requires the City Manager to report the facts and circumstances relating to such purchases to the Council at its next regular meeting, which was done by her letter of August 6, 2001; and

WHEREAS, on July 17, 2001, the City Manager was advised of a situation that arose at the Roanoke Civic Center that required emergency improvements to the fall protection system in the Roanoke Civic Center Coliseum; and

WHEREAS, pursuant to the City Charter, the City Manager declared an emergency and authorized the immediate procurement of a contractor to correct the fall protection system problems in the Roanoke Civic Center Coliseum; and

WHEREAS, the City, through the Engineering Department, has contracted with the Evan Corporation to correct the fall protection system problems in the Roanoke Civic Center Coliseum for an amount not to exceed \$140,000.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The Council of the City of Roanoke hereby affirms and ratifies the emergency action taken



by the City Manager to provide for the correction of the fall protection system problems in the Roanoke Civic Center Coliseum, all as more fully described in the City Manager's letter to this Council dated August 6, 2001.

2. The Council of the City of Roanoke hereby affirms and ratifies the contract with Evan Corporation to correct the current system and/or furnish and install a new fall protection system in the Roanoke Civic Center Coliseum as set forth in the above mentioned City Manager's letter and the City Manager and the City Clerk are hereby authorized , on behalf of the City, to execute and attest, respectively, the requisite contract with Evan Corporation , the contract to be in such form as is approved by the City Attorney, and the cost of the work to be paid for out of funds heretofore or simultaneously appropriated by Council.

3. The City Manager is authorized to take such further action or execute such documents as may be necessary to correct the fall protection system problems in the Roanoke Civic Center Coliseum.

4. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.

August 6, 2001

The Honorable Mayor and Members  
of the Roanoke City Council  
Roanoke, Virginia

Dear Mayor Smith and Members of Council:

At the regular meeting of Council on Monday, May 7, 2001, Council adopted Ordinance No. 35345-050701 authorizing and approving the establishment of a new position entitled Assistant Deputy City Clerk.

Section 24 of the Roanoke City Charter requires the concurrence of Council in the appointment of a Deputy City Clerk and such number of assistants. Therefore, it is respectfully requested that Council concur in the appointment of Sheila N. Hartman as Assistant Deputy City Clerk, effective August 7, 2001.

With kindest personal regards, I am

Sincerely yours,

Mary F. Parker, CMC  
City Clerk

MFP:sm

Attachment

July 16, 2001

Honorable Ralph K. Smith, Mayor  
Honorable William H. Carder, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable C. Nelson Harris, Council Member  
Honorable W. Alvin Hudson, Jr., Council Member  
Honorable William White, Sr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Workers= Compensation Third  
Party Administrator

Background:

All employees of the City of Roanoke are covered by workers= compensation as required by state law. Roanoke is self-administered and self-insured for Workers= Compensation.

Currently, the City experiences approximately 400 new Workers= Compensation claims annually, and continues to administer some active claims from previous years. These claims entail significant amounts of paperwork and can be handled more efficiently by a company that deals with workers= compensation exclusively. The Office of Risk Management started an evaluation process to determine the logic of employing a Workers= Compensation Third Party Administrator.

Considerations:

After submission of RFPs, non-binding on the part of the City, four Third Party Administrators were interviewed with Landin, Inc., being the clear choice of all on the panel. Landin proposes to administer all workers= compensation claims for the City for a fee comparable to that of hiring a workers= compensation specialist to replace the one who has recently retired. Landin offers assurances that all of the City's injured employees will receive quality service to speed their recoveries.

The use of a Third Party Administrator should enable the Office of Risk Management to have more time to spend administering general liability and automobile liability claims. These classes of claims have the greatest potential financial impact to have their outcomes affected by extra time and effort devoted to their investigation and administration.

Recommended Action:

Council authorize the City Manager to enter into a one - year contract, with the option to renew for 2 additional one - year periods by mutual agreement, with Landin, Inc., to perform Third Party Administrator functions for Workers= Compensation for the City of Roanoke, and to authorize payment to Landin, Inc., in an amount not to exceed \$40,000 per annum from the following funding source:

<u>Funding Source</u>	<u>Account Number</u>	<u>Amount</u>
Fees for professional services	019-420-1262-2010	\$40,000

Respectfully submitted,

Darlene L. Burcham  
City Manager

DLB:vls

3: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance  
Glenn A. Asher, Risk Management Officer

CM01-00132

## **SERVICE AGREEMENT FOR ADMINISTRATION SERVICES**

THIS AGREEMENT is hereby entered into this **1st** day of **July**, 2001, by and between the **The City of Roanoke, Virginia**, a body corporate having its principal place of business at 215 Church Ave., SW, Roanoke, Virginia 24011 (hereinafter referred to as "City"), and **The Landin Companies**, a Virginia corporation having its principal place of business is 4912 Augusta Avenue, Richmond, Virginia 23230 (hereinafter referred to as "Contractor").

FOR AND IN CONSIDERATION OF the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

- (1) **Term:** The term of this Contract shall be from the 1st day of July, 2001, through the 30th day of June, 2002 and will be renewed automatically for up to three (3) additional one (1) year periods, in accordance with the Termination (Section 7) and Compensation (Section 16) provisions of this agreement.
- (2) **Scope of Services:** The Contractor shall provide Self-Insured Workers' Compensation Administration Services for the City, as set forth in the initial Proposal submitted by Contractor dated February 1, 2001 and the City of Roanoke, Virginia's Request For Proposal #00-12-73, the provisions of which are incorporated herein by reference as though fully set out herein.
- (3) **Independent Contractor:** Neither the Contractor, its employees, assignees or subcontractors shall be deemed employees of the City while performing under this Agreement.
- (4) **General Provisions:** Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
- (5) **Inventions & Copyrights:** The Contractor is prohibited from copyrighting any papers, interim reports, forms or other material and/or obtaining patents on any invention resulting from its performance under this Agreement, except when specific written authorization of the City is given. The copyright or patent shall belong to the City.
- (6) **Integration & Modification:** This Agreement incorporates by reference the City of Roanoke, Virginia's Request for Proposal #00-12-73 and the Contractor's proposal dated February 1, 2001, which constitutes the entire agreement between the Contractor and the City. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
- (7) **Termination:** This Agreement shall be automatically renewed for three (3) successive twelve (12) month periods unless either party gives written notice at least ninety (90) days prior to the end of any anniversary period. Upon this termination for convenience, notwithstanding any fees already due and payable to the Contractor, the Contractor shall be paid only for those additional fees and expenses incurred

between notification of termination and the effective date of termination that are necessary for curtailment of its work under this Agreement. The parties may mutually agree in writing to an earlier termination.

In the event of a breach by the Contractor of this Agreement, the City shall have the right upon thirty (30) days written notice to give notice of its intention to rescind, revoke or terminate the Agreement. During the thirty (30) day notification period, Contractor shall have the right to substantially correct the breach. If a notice of breach is given and the Contractor has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the City shall have the right to terminate this Agreement. A waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of the Contract.

A violation of any state or federal law or regulation by Contractor shall be considered a breach of this Contract.

In the event of rescission, revocation or termination, all documents and other materials related to the performance of this Agreement shall become the property of the City.

(8) **Collateral Contracts:** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements, which are made a part of this Agreement by, reference or otherwise, the provisions of this Agreement shall control.

This Contract constitutes the complete terms of agreement between these parties. Any amendments to its terms shall be in writing and signed by all parties.

(9) **Nondiscrimination:** In its performance of this Agreement, the Contractor warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, or national origin.

The Contractor shall post in conspicuous places that are available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In its solicitations or advertisements for employees, whether placed by or on behalf of the Contractor, the Contractor shall state that it is an equal opportunity employer. Notices, advertisements and solicitations, which conform with federal law, rule or regulation, shall be deemed sufficient for the purpose of meeting the requirements of this section.

(10) **Applicable Laws:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

(11) **Severability:** Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

(12) **Duplicate Payments or Overpayments:** Should contractor be solely at fault for making a claim payment in excess of the amount properly payable or a duplicate payment, absent any fault on the part of the City of Roanoke or fraud or willful misconduct on the part of any employee by the City of Roanoke, then Contractor shall, within 30 days of discovery of said overpayment, reimburse the City for such overpayment.

(13) **Disclaimer:** The Contractor's undertaking of loss control/safety surveys, inspections, and/or consultations on behalf of the City, should they be desired, shall not constitute a warrant of accident reduction, that any City operations, premises, equipment, or personnel are safe, or that the City is in compliance with every, local, state, federal, or other law, regulation, or industry practice.

(14) **Hold Harmless:** The Contractor shall, during the term of the contract, indemnify, defend (to include reasonable attorney's fees), and hold harmless the City and its agents, officers, trustees and employees from all claims or demands as a result of an act or omission by the contractor or his employees, or from Contractor's violation of any law, ordinance, regulation or decree. Contractor shall neither indemnify nor defend the City in those instances where Contractor's acts or omissions are at the direction of the City.

(15) **Assignment:** The rights and obligations under this Service Agreement may not be assigned by either party without the prior written consent of the other party.

(16) **Ownership of Documents:** Any reports, studies, photographs, negatives, or other documents prepared by the Contractor shall be retained by the Contractor and shall be remitted to the City by the Contractor upon contract termination or demand by the City. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City.

(17) **Compensation:** The Contractor shall be paid no more than \$33,210 for the servicing of new claims and no more than \$6,790 for the servicing of open claims transferred to the Contractor. All service provided under this contract will cease at its termination. Payments in the amount of \$10,000 shall be due quarterly and paid during any contract term as follows: July 1, October 1, January 1, and April 1. Service fees in effect during the current service agreement period will remain in effect for any subsequent period, unless Contractor sends written notice to the City at least ninety (90) days prior to the expiration date of the current service agreement period of its intent to propose a fee adjustment for the subsequent period.

(18) **Excluded Costs:** All "Allocated Loss Expense" and other expenses associated with supplementing the administration of claims are not included in the Contractor's Service Fees, are chargeable to the cost of claims, and are to be paid directly by the City. Such costs include, but are not limited to: court costs and fees; fees to attorneys; fees to undercover operatives and detectives; the costs of professional or expert testimony, opinion, or advice; claimant medical examination fees; costs of reports from government agencies; certain medical and vocational rehabilitation costs; and printing or photocopy charges for documents for legal proceedings.

(19) **Confidential Information:** During the term of this Agreement and thereafter, the Contractor shall respect the confidentiality of all confidential data, information, and other such matters entrusted to it in the course of its performance of this Agreement. At the conclusion of the terms of this Agreement, or upon termination thereof, the Contractor shall return to the City all such confidential matters in its possession belonging to the City, and further agrees not to release such information without the express written permission of the City.

(20) **Insurance and Licenses:** The Contractor shall maintain commercial general liability insurance which shall include professional liability insurance, in a minimum amount of \$1,000,000. With regards to the commercial general liability coverage, the Contractor's insurance certificate shall name the City of Roanoke, its officers, employees, and agents as additional insureds and an endorsement to that effect shall be received by the City's Office of Risk Management within 30 days of execution of this agreement. In addition, the Contractor shall also obtain and maintain in full force and affect all business, professional and other licenses or permits required under local, state, and federal statutes and regulations.

(21) **Notices:** All notices, requests, consents and other communications by either party, arising out of this Agreement, must be in writing and addressed as follows:

**If to City:**

The City of Roanoke  
Office of Risk Management  
215 Church Avenue, SW  
Room 506  
Roanoke, Virginia 24011

**If to Contractor:**

The Landin Companies  
4912 Augusta Ave.  
Richmond, Virginia 23230  
Attention: David Craig Landin  
President



IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by the following duly authorized officials.

The City of Roanoke, VA  
A Body Corporation

By:

\_\_\_\_\_  
XXXX, City Manager  
The City of Roanoke, Virginia

\_\_\_\_\_  
Superintendent  
Mr. Glenn Asher, Risk Manager  
The City of Roanoke, Virginia

Attest:

\_\_\_\_\_  
Clerk, City of Roanoke, Virginia

THE LANDIN COMPANIES

By:

\_\_\_\_\_  
David Craig Landin, President  
The Landin Companies

STATE OF VIRGINIA  
COUNTY OF HENRICO, to--wit:

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_, 2001, by David Craig Landin.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the acceptance of a bid and execution of a contract with Landin, Inc., for the provision of services as a third party administrator for workers= compensation claims for the City, upon certain terms and conditions, and rejecting all other bids received.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The bid of Landin, Inc., being the most responsible bid received for the provision of services as a third party administrator for workers= compensation claims for the City, such services being more particularly described in the July 16, 2001, letter to this Council, is hereby ACCEPTED.

2. The City Manager and the City Clerk are hereby authorized, for and on behalf of the City, to execute and attest, respectively, a contract with Landin, Inc., upon form approved by the City Attorney, for the services listed above for a period of one (1) year, in an amount not to exceed \$40,000.00, with the option to renew for two (2) additional one-year periods, upon such terms and conditions as are more fully set out in the letter to this Council dated July 16, 2001.

3. Any and all other bids made to the City for the aforesaid services are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express the City's appreciation for such bid.

ATTEST:

City Clerk.

**WHITE**  
**35483-080601**



***ROANOKE CITY COUNCIL  
REGULAR SESSION***

***AUGUST 6, 2001  
12:15 P.M.***

***CITY COUNCIL CHAMBER***

***AGENDA FOR THE COUNCIL***

- 1. Call to Order--Roll Call.** (Council Member Harris arrived late.)

**A. BRIEFINGS:**

1. Briefing with regard to amending the City's Fee Compendium to provide for revised fees for use of City park facilities and services.  
**File #67-289**

**B. REQUESTS FOR CLOSED SESSION:**

1. A report of the City Attorney requesting a Closed Meeting to consult with legal counsel on a specific legal matter requiring the provision of legal advice by such counsel, pursuant to Section 2.1-344(A)(7), Code of Virginia (1950), as amended.  
**(Approved 6-0)**  
**File #83-132**
2. A communication from the City Manager requesting a Closed Meeting to discuss disposition of real property, pursuant to Section 2.1-344 (A)(3), Code of Virginia (1950), as amended.  
**(Approved 6-0)**  
**File #2-132**
3. A report of the City Attorney requesting a Closed Meeting to consult with legal counsel on a matter of pending litigation, pursuant to Section 2.1-344(A)(7), Code of Virginia (1950), as amended.  
**(Approved 6-0)**  
**File #83-132**
4. A communication from the City Manager requesting a Closed Meeting to discuss acquisition of real property for a public purpose where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.1-344 (A)(7), Code of Virginia (1950), as amended.  
**(Approved 6-0)**  
**File #2-132**
5. A communication from the Honorable Ralph K. Smith, Mayor, requesting a Closed Meeting to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended.  
**(Approved 6-0)**  
**File #110-132**

**THE MEETING OF ROANOKE CITY COUNCIL WAS DECLARED IN RECESS AT 12:20 P.M., TO BE RECONVENED AT 12:25 P.M., IN THE EMERGENCY OPERATIONS CENTER CONFERENCE ROOM, ROOM 159, FOR A BRIEFING WITH REGARD TO AMENDING THE CITY'S FEE COMPENDIUM TO PROVIDE FOR REVISED FEES FOR USE OF CITY PARK FACILITIES AND SERVICES.**

**AT 1:35 P.M. THE MEETING WAS DECLARED IN RECESS FOR FIVE CLOSED SESSIONS.**



***ROANOKE CITY COUNCIL  
REGULAR SESSION***

***AUGUST 6, 2001  
2:00 P.M.***

***CITY COUNCIL CHAMBER***

***AGENDA FOR THE COUNCIL***

**1. Call to Order--Roll Call. (All present.)**

The Invocation was delivered by The Reverend William Joseph Greene, Pastor, Preston Oaks Baptist Church.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

**NOTICE:**

Meetings of Roanoke City Council are televised live on RVTv Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, August 9, 2001, at 7:00 p.m., and Saturday, August 11, 2001, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

## **ANNOUNCEMENTS:**

**THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.**

**THE CITY CLERK'S OFFICE NOW PROVIDES THE CITY COUNCIL AGENDA PACKAGE ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS THE AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT [www.roanokegov.com](http://www.roanokegov.com), CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.**

**ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.**

**ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541 TO OBTAIN AN APPLICATION.**

## **PRESENTATIONS:**

A resolution paying tribute to the National D-Day Memorial Foundation.

**Adopted Resolution No. 35483-080601. (7-0)**

**File #80-546**

**The Mayor introduced Dr. Robert Sandel, President, Virginia Western Community College.**

**File #467**

## **PUBLIC HEARINGS:**

1. Public hearing on the request of Southside Development Company that a parcel of land containing 4.05 acres, more or less, situate at the southeast terminus of Bean Street, N. W., identified as Official Tax No. 2280601, be rezoned from C-1, Office District, to LM, Light Manufacturing District, subject to certain conditions proffered by the petitioner. Edward A. Natt, Attorney.

**Adopted Ordinance No. 35484-080601. (6-1, Council Member Bestpitch voted no.)**

**File #51**

2. Public hearing on the request of the City of Roanoke to lease City-owned property consisting of a 7.2-acre portion of Official Tax No. 1570101, located at 3379 Colonial Avenue, S. W., to the New Vista Montessori School for an initial term of one year, with the option to extend the lease for up to four additional one-year terms. Darlene L. Burcham, City Manager.

**Adopted Ordinance No. 35485-080601. (7-0)**

**File #166-373-467**



2.

**CONSENT AGENDA**

**(APPROVED 7-0)**

**ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.**

- C-1 Minutes of the regular meeting of the Roanoke City Council held on Monday, July 2, 2001; and the Third Leadership Summit held on Thursday, July 12, 2001.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

- C-2 A communication from the City Manager recommending that the City Clerk be authorized to advertise a public hearing for Monday, August 20, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, to consider entering into a sale agreement with Carilion Health Systems for purchase of property on Colonial Avenue, S. W.

**File #166-373-221**

RECOMMENDED ACTION: Concur in recommendation.

- C-3 A communication from the City Manager recommending that a public hearing be scheduled to amend the City Code to prohibit goats and sheep as household pets in residential areas.

RECOMMENDED ACTION: Concur in recommendation.

**File #54-24-66**

- C-4 A communication from Bruce L. Robinson tendering his resignation as a member of the Fair Housing Board.

RECOMMENDED ACTION: Receive and file the communication and accept the resignation.

**File #178**

- C-5            Qualification of Will Trinkle as a member of the Roanoke Arts Commission for a term ending June 30, 2004.

RECOMMENDED ACTION:    Receive and file.  
**File #230**

## **REGULAR AGENDA**

### **3. HEARING OF CITIZENS UPON PUBLIC MATTERS:**

- a.     Request to address Council with regard to a late charge that was attached to his water bill for property located at 4334 Camilla Avenue, N. W., and a \$70.00 emergency medical services fee. Herbert Consider, Spokesperson.  
**No action taken.**  
**File #66-468-354**

### **4. PETITIONS AND COMMUNICATIONS:**

- a.     A communication from the Honorable Donald S. Caldwell, Commonwealth's Attorney, recommending acceptance of a grant made to the City by the Commonwealth of Virginia Department of Criminal Justice Services for a Victim/Witness Assistance Program; and a communication from the City Manager concurring in the recommendation.

**Adopted Budget Ordinance No. 35486-080601 and Resolution No. 35487-080601. (7-0)**  
**File #60-133-236-502**

- b.     A communication from the Roanoke City School Board requesting appropriation of funds for the Reading Excellence Act grant for Hurt Park Elementary School and Fallon Park Elementary School; and a report of the Director of Finance recommending that Council concur in the request.

**Adopted Budget Ordinance No. 35488-080601. (7-0)**  
**File #60-467**

## 5. REPORTS OF OFFICERS:

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. A joint communication from the City Manager and the Director of Finance recommending issuance of \$31,245,000.00 general obligation bonds, pursuant to the Public Finance Act of 1991, Code of Virginia (1950), as amended.

**Adopted Resolution No. 35489-080601. (6-1, Council Member Hudson voted no.)  
File #53**

2. A communication recommending execution of a lease agreement with Blue Eagle Partnership for use of office space for human service agencies at 1502 Williamson Road, N. W.

**Adopted Ordinance No. 35490-080601. (6-0, Council Member Hudson abstained from voting.)  
File #72-373**

3. A communication recommending execution of Amendment No. 1 to the Subgrant Agreement dated September 26, 2000, between the City of Roanoke and the Northwest Neighborhood Environmental Organization, for additional funding to develop the McCray Court Senior Living Project, in the amount of \$277,750.00.

**Adopted Resolution No. 35491-080601. (7-0)  
File #165-178-236**

4. A communication recommending acceptance of the bid of Cargill, Inc., Salt Division, for deicing salt, in the total amount of \$101,925.00.

**Adopted Resolution No. 35492-080601. (7-0)**  
**File #183-410**

5. A communication recommending execution of a Management Agreement between the City of Roanoke and Downtown Roanoke, Inc., to manage curbage spaces in the City Market, and designating a portion of curbage fees for promotion of the Farmer's Market.

**Adopted Budget Ordinance No. 35493-080601 and Resolution No. 35494-080601. (7-0)**  
**File #42-277**

6. A communication recommending acceptance of "pass-through" funding from a two-year contract with the Commonwealth of Virginia, Department of Emergency Management, in connection with participation in the Regional Hazardous Materials Response Team, in the amount of \$15,000.00; and appropriation of funds.

**Adopted Budget Ordinance No. 35495-080601 and Resolution No. 35496-080601. (7-0)**  
**File #60-188**

7. A communication recommending execution of the 2001-2002 Community Development Block Grant Funding Administration Agreement with the Roanoke Redevelopment and Housing Authority.

**Adopted Resolution No. 35497-080601. (7-0)**  
**File #178-200-236**

8. A communication recommending purchase of property located at 2565 Beverly Boulevard, S. W., demolition of the structure, and closing of the Garden City Hazard Mitigation Grant Program grant, in accordance with requirements of the Federal Emergency Management Agency.

**Adopted Ordinance No. 35498-080601. (7-0)**  
**File #2-236-237**

9. A communication recommending acquisition of certain property rights needed by the City for the Barnhart Street Drainage Improvement Project.

**Adopted Ordinance No. 35499-080601. (7-0)**  
**File #2-468**

10. A communication recommending acceptance of Juvenile Justice and Delinquency Prevention Title II grant funds from the United States Department of Criminal Justice Services for the City's Sanctuary Crisis Intervention Aggression Replacement Training and Education Program, in the amount of \$52,714.00; and appropriation and transfer of funds.

**Adopted Budget Ordinance No. 35500-080601 and Resolution No. 35501-080601. (7-0)**  
**File #60-236-305**

11. A communication recommending execution of an agreement with the Roanoke Valley Convention and Visitors Bureau for the purpose of increasing tourism in the Roanoke Valley for fiscal year 2001-02.

**Adopted Budget Ordinance No. 35502-080601 and Resolution No. 35503-080601. (7-0)**  
**File #60-293-336**

12. A communication recommending issuance of Change Order No. 1 to the contract with Adams Construction Company to repave additional streets within the City of Roanoke, in the amount of \$150,685.00; and appropriation of funds.

**Adopted Ordinance No. 35504-080601. (7-0)**  
**File #60-183-514**

13. A communication recommending amendment to the Erosion and Sediment Control Ordinance, to require identification of the person responsible for carrying out a land disturbing activity.

**Adopted Ordinance No. 35505-080601. (7-0)**  
**File #24-356**

14. A communication in connection with transfer of City property and execution of a Performance Agreement for the Times-World Corporation expansion project.

**Adopted Budget Ordinance No. 35506-080601 and Ordinance Nos. 35507-080601 and 35508-080601. (7-0)**  
**File #2-166-207-227**

15. A communication recommending execution of a contract with Manathron, Inc., to provide appraisal software and training for the Office of Real Estate Valuation, in the amount of \$119,635.00; and appropriation of funds.

**Adopted Resolution No. 35509-080601. (7-0)**  
**File #162-472**

16. A communication recommending ratification of a contract with Evan Corporation for emergency improvements to correct fall protection system problems at the Roanoke Civic Center Coliseum, in an amount not to exceed \$140,000.00; and appropriation of funds.

**Adopted Budget Ordinance No. 35510-080601 and Ordinance No. 35511-080601. (7-0)**  
**File #60-192-472**

b. CITY CLERK:

1. A report requesting the concurrence of Council in the appointment of Sheila N. Hartman, as Assistant Deputy City Clerk, effective August 7, 2001.

**Adopted Resolution No. 35512-080601. (7-0)**  
**File #38-184**

**6. REPORTS OF COMMITTEES: NONE.**

**7. UNFINISHED BUSINESS:**

- a. A communication from the City Manager with regard to performing Third Party Administrator functions by Landin, Inc., for Workers' Compensation for the City of Roanoke, in the amount of \$40,000.00 per annum. (The matter was tabled at the July 16, 2001 meeting of Council.)

**Adopted Resolution No. 35513-080601. (7-0)**  
**File #63-184**

**8. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.**

**9. MOTIONS AND MISCELLANEOUS BUSINESS:**

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.

**Vice-Mayor Carder suggested that the matter of outside dining in the Century Park area; i. e.: street side vendors/dining, be referred to the City Manager for report to Council.**  
**File #67-277**

**Vice-Mayor Carder addressed the need to establish the City of Roanoke/Roanoke Valley region in terms of identity; i. e.: what is the perception of the City of Roanoke/Roanoke Valley by non-Roanoke Valley citizens. He suggested that the services of a public relations firm be engaged to help establish city/regional identity and requested that the matter be referred to the City Manager for report to Council.**

**File #547**

**Council Member Hudson called attention to the number of telephone calls he has received from citizens complaining about curbside refuse collection and spoke in support of returning to alley collection.**

**File #144-66**

- b. Vacancies on various authorities, boards, commissions and committees appointed by Council.

## **10. OTHER HEARING OF CITIZENS UPON PUBLIC MATTERS:**

**CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS A TIME FOR CITIZENS TO SPEAK AND A TIME FOR COUNCIL TO LISTEN. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR ANY NECESSARY AND APPROPRIATE RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.**

**Ms. Helen E. Davis, 35 Patton Avenue, N. E., spoke against curbside refuse collection. She expressed concern regarding the policy of the City which requires physically challenged citizens who are unable to roll their containers to the curb to obtain a certificate from their physician. She requested that the City return to the pre July 1 policy for refuse collection.**  
**File #66-144**

**THE MEETING WAS DECLARED IN RECESS FOR THREE CLOSED SESSIONS.**



**CERTIFICATION OF CLOSED SESSION (6-0, Council Member Harris left the meeting during the closed session).**

**William X Parsons was appointed as a member of the Special Events Committee for a term ending June 30, 2002.**

**File #110-317**